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The Solicitors' Journal and Weekly Reporter.

LONDON, FEBRUARY 23, 1907.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

Lord Davey.

THE NEWS of the death of Lord DAVEY will be received with very great regret. It comes too late for us suitably to appreciate this week his position as an advocate and as a member of the House of Lords. In the former capacity his grasp of legal principles and his quiet, persuasive eloquence placed him for many years at the head of the Chancery bar; in the latter his judgments formed a weighty contribution to the decisions of recent years. His death removes one of the greatest lawyers of the day.

The Australian Arbitration Act.

THE LATEST news of the working of the Australian Conciliation and Arbitration Act is not calculated to fulfil the expectations of those who believed that it would tend to prevent industrial disputes and to avert strikes. It has sometimes been said that it is extremely rare for any trade union to contest the award of an arbitrator, and that where this has happened the instances are so few in number, compared with loyal acceptance, even when the award is against the men, that it is unfair to allege that the unions do not loyally abide by the decisions of an umpire as a general rule. We are now told that in Victoria scarcely one case has occurred in which an award unfavourable to the workmen has been accepted by them, and that there is no adequate machinery for giving effect to the Act. The assistance of the Ministry for the time being is necessary in the enforcement of awards against a multitude of workmen, each one of whom has political rights, and this assistance cannot be obtained. The saying is fulfilled "What is a law if those who make it become the forwardest to break it?" and we cannot be surprised to hear rumours of a movement to repeal the Act.

Mistake in Identification.

A CASE heard a few days ago in the Marylebone police-court was clearly one of mistaken identity, and some observations made by Mr. PAUL TAYLOR, the magistrate, are worthy of consideration. A young man named LEON GLEESON had been arrested on a charge of theft from the Great Western Hotel, Paddington, the evidence upon which he was charged being that of one of the hotel porters, who spoke to his having been on the premises on the night of the robbery. After he had been arrested he was placed among several other men at the police-station and identified by the porter. Proof was given, and the

witness admitted, that this was a mistake, and that GLEESON had been taken for his brother. The magistrate, after warning the witness to be more careful in future, said that people talked about the failures of justice, but the responsibility lay with those who went into the witness box and swore positively to a person's identity. "The lesson to be derived from the case was that when the evidence of identification rested with a single witness it should be accepted as being very questionable." The necessity for the identification of individuals is a matter of everyday occurrence in the criminal and divorce courts, and the opinion is gaining ground that cases of mistaken identity are very numerous indeed. But we think that it is easy to attach too much importance to the fact that only one person has given evidence of identification. Much must depend upon the character and experience of the witness, though it may be safer in all cases where only one witness is available to make a closer examination into any circumstances from which the possibility of a mistake may be inferred.

Deposit of Money in the Case of Railway Bills.

It is tolerably well known that the Standing Orders of the House of Commons require, in the case of a railway Bill promoted by a new company, that an estimate of the expense of the undertaking shall be made and signed by the person making the same, and that a sum, not less than 5 per cent. on the amount of the estimate, shall be deposited with the Paymaster-General. The difficulty of raising for this purpose a large sum in cash is aggravated by the accident of a high rate of interest in the money market. This difficulty has been alleviated by a procedure, adopted some twenty years ago, by which the promoters, instead of raising the deposit money by subscription or loan, apply to an assurance company which provides securities for the full amount of the deposit. The Parliamentary Deposits Act, 1846, allows the deposit to be invested in certain specified securities, and if the requisite amount upon these securities is forthcoming, there is, of course, a compliance with the standing orders. The insurance company obtains the interest on its securities while they remain in the custody of the proper authorities. There is, therefore, no charge for interest, the remuneration for the loan being a fixed sum by way of commission. It will be remembered that in the Judicature Rules there is power to make orders as to the investment of cash under the control of the court, but the officers of the court appear to have no express authority to receive securities in lieu of cash.

Proof of Foreign Law.

THE PRACTICE of the English courts with regard to the proof of foreign law is not always easy to understand. The student is informed that the courts cannot take cognizance of the laws of foreign States; they must be proved as facts, the court assisting the jury in ascertaining what the law is. The law of Scotland and the colonies fall within this rule. But with regard to appeals to the House of Lords and appeals from colonial courts to the Judicial Committee of the Privy Council the practice is different. What is a question of fact in the High Court may become a question of law in these ultimate tribunals, the House of Lords taking judicial notice of the laws prevailing in each of the three kingdoms, and the Judicial Committee taking judicial cognizance of the laws of the colonies of Great Britain. This distinction may be illustrated by cases which appear in the different law reports. In a case in the Probate Division, when a question arises as to the law of Scotland, Scotch lawyers are put in the box to prove the law in the same manner as merchants are called to prove a custom of trade. In another case in the same court turning on French law a French *avocat* reads from the Code Civil, and states how it has been interpreted by the French courts. But these cases might be subject to a different procedure if they arose in the House of Lords or in the Privy Council respectively. With regard to the Scotch law the House of Lords in hearing Scotch appeals takes no evidence from skilled witnesses as to the law, but allows the case to be argued, and hears citations from statutes, judicial decisions, and text books, in the same manner as if the question was not one of fact and related to English law. In the Privy Council, in a question relating to French law, their lordships would not require the law to be

proved as a fact, but would listen to the arguments in the same manner as if the appeal came from a colony governed by English law. These diversities of procedure are apparently illogical, but we have no reason to believe that they have led to any substantial inconvenience.

Speculation in Theatre Tickets.

SPECULATION in tickets of admission to theatres, lecture halls, and public entertainments is, so far as we know, unfamiliar to the inhabitants of this country, but the case is very different in the United States. In the Life and Letters of the late CHARLES DICKENS the distinguished novelist gives some account of the efforts which were made by American speculators to buy up and engross the tickets for admission to his readings, and how they did not hesitate to spend the night in the street where the tickets were sold so as to be ready at the door at the moment when the sale commenced. The State of New York has already been obliged to frame regulations dealing with the nuisance caused by the congregating of the members of this fraternity, and we read that the Committee on Laws and Legislation of the Board of Aldermen of New York is about to bestow further consideration upon the subject. The mayor, in his annual message to the aldermen, denounced the speculators. He said that "sidewalk ticket speculation" had become an intolerable nuisance, and that the restrictions placed on speculators by the board had been ignored in the most outrageous fashion. And one of the aldermen introduced a resolution to amend the ordinance relating to ticket speculators by which any one selling theatre tickets on the sidewalk should be fined fifty dollars. Another proposed amendment required all dealers in tickets to pay a licence fee of five hundred dollars, and prohibited the sale of tickets on the sidewalk. The English Parliament has found it necessary on many occasions to legislate with the object of preventing the discomfort caused by those who are struggling for a livelihood; but although the public street near Cophthall-court has sometimes been invaded by speculators in stocks and shares, we do not know of any thoroughfare in London which is liable to be interrupted by speculators in tickets.

Mortgages of Ships and Insurance Policies.

IN THE ordinary transaction of an advance upon mortgage of a ship the mortgage includes not only the ship, but also the policies of insurance upon her, and in the event of a total loss the proceeds of the policies provide for the repayment to the mortgagee of the amount of his advance. In the case of damage to the ship which falls short of total loss, the ordinary course is for the proceeds of the average claims on the policies to be applied in paying for the necessary repairs, and the mortgagee is usually content that this should be done, and either allows the mortgagor to receive the insurance moneys for this purpose, or himself collects the moneys and pays the repairers. He thus maintains intact the ship, which is the main security for the advance. But, as the decision recently given by CHANNELL, J., in *Swan & Cleland's Graving Dock Co. v. Maritime Insurance Co.* (1907, 1 K. B. 116) shews, there is no obligation on the mortgagee to apply the insurance moneys in this way, and he is entitled, if he so chooses, to receive them himself on account of the mortgage debt and leave the mortgagor to bear the cost of the necessary repairs to the ship. In that case the mortgage comprised "the ship . . . together with the policies effected and to be effected thereon." The ship was insured against all risks in the sum of £16,000. She suffered damage from a risk covered by the insurance, and the moneys payable under the policies were assigned to the repairers as security for the cost of the repairs. They claimed that this assignment gave them a title to receive the moneys payable by the underwriters as against the mortgagee of the ship and policies, and it was contended that the mortgagee had no interest in these moneys except to see that they were applied in repairing the ship. This contention, however, was opposed to the terms of the mortgage, as well as, we believe, to the common understanding of the effect of such securities, and CHANNELL, J., held that the mortgagee had the prior claim. The insurance moneys form, indeed, an independent security for the mortgage debt, and it is for the mortgagee to say whether he will abandon his claim and allow them to be expended in repairs.

The New Hebrides Convention.

THE DEBATE on the Address in the House of Commons has again brought into prominence the New Hebrides Convention recently concluded with France. So far, criticism of the convention has been confined to one point—the question of indentured native labour. A perusal of the Blue Book containing the correspondence on the convention, and a reperusal of the convention itself in the light of that correspondence, will shew that the labour question is perhaps the most easily settled of all the intricate and difficult questions which will almost certainly be raised with respect to the interpretation and practical working of the convention, the conclusion of which Mr. BALFOUR described as “the most amazing incident in modern politics.” The suggestion originally was, in Mr. BALFOUR’s words, that there should be a discussion “to consider whether some form of joint sovereignty might not be established” in the islands. But no such sovereignty is established. So careful, indeed, was the Foreign Office to avoid the establishment of any sovereignty, joint or otherwise, that in the preamble the French words “*droits de souveraineté*” were deliberately represented by “paramount rights” in the English text. The preamble states that the purpose of the convention is to secure to the two Powers “the exercise of their paramount rights (*droits de souveraineté*) in the New Hebrides, and to assure for the future the better protection of life and property in the group.” The reason for avoiding the words “rights of sovereignty” in the English text is given by Lord ELGIN in his despatch of the 9th of March, 1906, to the Governor-General of Australia (Correspondence, p. 11, paragraph 8): “In this connection I may explain that the English phrase ‘paramount rights’ in the preamble was selected because the literal equivalent of the French phrase—viz., ‘rights of sovereignty,’ would have been unsuitable, as implying in English law ownership of the soil.” The difficulty thus raised by Lord ELGIN is a legal difficulty of the most technical kind, and could readily have been overcome by the application to the situation of a not extremely high degree of technical legal skill and knowledge of property and constitutional law.

Territorial Sovereignty.

THIS LACK of any territorial sovereignty over the islands is the root of most of the very grave difficulties which will be found to exist when the joint protectorate comes to be put into practice in accordance with the terms of the convention. The principle adopted by the framers of the convention is that the jurisdiction of the courts which may be set up, including the Joint Court or Tribunal Mixte, is merely personal to the national status of the white inhabitants. Some degree of exception may appear to exist as to this with respect to land law; on examination the exception will be found to be extremely limited, and broadly, with respect to land, as with respect to other kinds of property, every owner of property will exercise his rights of ownership under “the laws of their respective countries,” to quote the English text of article 1 (3), or (according to the French text) they will continue to have unimpaired *leur statut personnel et réel*. This principle will, it is believed, be found unworkable. Without going into details, which might be done at very great length, two points of difficulty may be noticed. The law governing rights of property, in land as well as other property, will change according to the “country” of the owner. One day a piece of land will be subject to French law, next day to the law of the United Kingdom, and the day after to the law of South Africa—in case a British subject claiming South Africa as his “country” becomes the owner. The bare outline of a system of registering titles will be quite insufficient for any workable *lex situs*. Then, since every British subject is to be subject to the laws of his own “country,” every system of law within the British Empire may in time have to be administered, old Spanish law, old French law, Roman-Dutch law, local Australian and New Zealand law, &c. The Blue Book of correspondence shews clearly that the main cause of the convention coming into existence at all was the necessity for settling land claims and disputes. Other matters were at first regarded as subsidiary. The result of the peculiar frame of the convention, as it stands, will be to make the adjustment of all property rights even more difficult than before. The joint protectorate has sometimes been called a *condominium* and

compared to the former Anglo-French arrangement in Egypt. But there was in Egypt an original territorial sovereignty in the Khedive and his suzerain the Sultan, and it was by the Sultan that capitulations were at first granted which enabled foreigners to settle in the country; even then foreigners who were allowed to acquire land were subject to the local law relating to land. The New Hebrides may be called “No Man’s Land” in the sense of lacking any territorial sovereignty whatever, and until this lack be supplied there would seem to be an insuperable difficulty in the way of introducing any system of civilized law which can be worked in accordance with European legal and constitutional methods. It will probably be found necessary that rights of territorial sovereignty should be distinctly claimed by the two Powers, and, when assumed, should be delegated to a commission with far more ample powers than are conferred by the present convention on the two High Commissioners.

The Liability of Guardians to Paupers Employed by Them.

AN IMPORTANT and interesting decision was given recently by the Court of Appeal in the case of *Toseland v. The Guardians of the West Ham Union* (Times, 18th inst.). The plaintiff was a pauper in the workhouse controlled by the defendants, and he suffered serious personal injuries through the negligence of a skilled workman in the employment of the defendants whom the pauper was assisting in some work. Two points of defence were raised: the doctrine of common employment, and the plea that an action of negligence does not lie by a pauper against the guardians for any breach of their duties in regard to him. The King’s Bench Division had rejected the defence of common employment, and had decided in favour of the plaintiff on the other ground. Now, inasmuch as the doctrine of common employment depends on the principle that the servant contracts to run the risk of the negligence of his fellow servants, it is clear that it cannot apply to a pauper, who has entered into no contract of service at all, but is obliged to do what work he is told to do under pain of imprisonment for refusing. The Court of Appeal, therefore, had no hesitation in affirming the decision of the court below on that point. But as to the other line of defence the question is of much greater difficulty, and there is a great dearth of English authorities on the subject. There have been, however, several cases in Ireland, and the Court of Appeal has adopted and approved of the decision of the Irish Court of Appeal in *Dunbar v. Ardes Guardians* (1897, 2 Ir. 76). In the first place it appears that, under the various statutes relating to them, the duties of guardians towards paupers are ministerial. They are an administrative body acting as subordinates to the Local Government Board, and their chief duties are the relief of paupers. Part of these duties consist in requiring paupers to do such work as they are fit to do, with the view of reducing the expense of their keep, and so to some extent relieving the rates. The relationship between the Government department, the guardians, and the pauper are all regulated by statute; and therefore the ordinary principles of law relating to master and servant and principal and agent have no application. Hence, whatever may be the rights of members of the outside public against boards of guardians for wrongful acts done by them outside their statutory duties, the pauper cannot have a right of action against this administrative body for negligence in doing something which they are bound by statute to do. This was the view taken by the Court of Appeal in deciding that the plaintiff had no cause of action against the defendants. This decision is of great importance in view of the new Workmen’s Compensation Act. There are large numbers of paupers constantly employed in the workhouses throughout the country in doing work. The employment to which they are put is often of a somewhat dangerous nature; for example, stone-breaking, with the great attendant risk of injury to the eyes. Are paupers, then, who are injured in the course of their employment within the benefit of this extremely comprehensive new Act? It is submitted that they are not, and that the recent case bears out this view. A “workman,” according to the definition in the Act, is one “who has entered into or works under a contract of service or apprenticeship.” This seems clearly to

exclude the pauper as well as the prisoner who is undergoing penal servitude. Neither of these works under any contract, but by compulsion of law.

The Moral Duty of a Buyer with Regard to an Ignorant Seller.

LORD ST. LEONARDS in his Handy Book on Property Law refers to the familiar rule that although a vendor is bound to tell the purchaser of latent defects, yet a purchaser is not bound to inform the vendor of any latent advantage in the estate. If any one were to discover that there was a mine on an estate for which he was in treaty, he would not be bound to disclose that circumstance to the vendor, although he knew that he was ignorant of it. Moralists will, however, say that what the parties ought to do and what the law would order to be done may be very different, and that this is particularly the case when property is offered for sale at a low price by a seller who is ignorant of its real value. We are informed that a London bookseller while on a visit to Ireland purchased for one shilling a copy of the first edition of the Vicar of Wakefield, the book being offered for sale in a shop by one who presumably knew nothing of first editions and their value. Returning to London with his bargain the bookseller sold it by auction for a large sum. It may at once be conceded that the English courts would say that the transaction was wholly in accordance with the common and statute law, and that the non-disclosure by the purchaser of the value of the book gave the shopkeeper no remedy. Had he, then, any claim, according to any notion of equity and good conscience, to a share in the profit on the re-sale? There is this difficulty in accepting his claim, that it ignores the claim of the previous owners of the book, who were equally unaware of its real value. A poor cottager to whose ancestor the book had belonged, and who sold it with other furniture under pressure of distress, is, perhaps, entitled to more consideration than a bookseller, who in the natural course of things would be better able to judge of the quality of the article. All that can be said is that the Londoner might reasonably think that the Irish bookseller was the proximate cause of a good stroke of business, and taking this into account he might voluntarily bestow upon him some share of the profit which had been realized.

Distinctive Trade-Marks.

SECTION 9 of the Trade-Marks Act, 1905, which defines what is a registrable trade-mark, provides that it must consist of or contain one of five essential particulars, which are (1) the name of a company, individual, or firm represented in a special or particular matter; (2) the signature of the applicant for registration or some predecessor in his business; (3) an invented word or words; (4) a word or words having no direct reference to the character or quality of the goods and not being, according to its ordinary signification, a geographical name or a surname. The fifth essential particular is as follows: "Any other distinctive mark, but a name, signature, or word or words, other than such as fall within the descriptions in the above paragraphs (1), (2), (3), and (4), shall not, except by order of the Board of Trade or the court, be deemed a distinctive mark."

The section then goes on to define "distinctive" as meaning adapted to distinguish the goods of the proprietor of the trade-mark from those of other persons, and the section further provides: "In determining whether a trade-mark is so adapted, the tribunal may, in the case of a trade-mark in actual use, take into consideration the extent to which such user has rendered such trade-mark in fact distinctive for the goods with respect to which it is registered or proposed to be registered." It was known at the time the Act was passed that there were a number of marks in use which were recognized as trade-marks, i.e., which did in fact distinguish the goods of the proprietors from other goods, but which were incapable of registration under the previous Acts because they did not come within the definition clauses of those Acts. It was to sweep in trade-marks of this kind that the fifth essential above mentioned was inserted, so that now any distinctive mark is capable of registration with the limitation, that if it consists of a name

not falling within (1), or a signature not falling within (2), or a word not falling within (3) or (4), the application cannot proceed without an order of the Board of Trade declaring that it is a distinctive mark. It will be observed that the order which the Board of Trade makes is not an order that the mark be registered, but merely an order that it is to be deemed a distinctive mark.

Supposing a trade-mark to be applied for on the ground that it is a "distinctive mark" within the fifth essential, if it is not a name, signature, or word, the procedure on the application is the ordinary procedure, but if the trade-mark consists of a name, signature, or word, then an order of the Board of Trade or the court is necessary before the application can go forward. The procedure in such a case is regulated by rules 35 to 47 of the Trade-Mark Rules, 1906, and it is shortly this: The registrar makes the usual search to ascertain if there are on record any marks which conflict with the mark applied for, and he notifies to the applicant, either that there are none, or, if there are any, what they are. Then the applicant has to send in a case stating the grounds on which he relies for his application, and also stating whether he desires to be heard by the Board of Trade or the court. This case is sent to the Board of Trade, and if the applicant desires to be heard by the Board a hearing is fixed at which the applicant and the registrar attend and are heard, and the board thereupon make an order or may require the applicant to apply to the court. Inasmuch as evidence by way of statutory declaration or production of documents is required, and the applicant is generally represented by a patent agent or by counsel, the hearing before the Board of Trade is attended with a certain amount of expense, and, as we have indicated above, if an order of the Board of Trade is obtained, all the ordinary proceedings on an application have subsequently to be gone through, so that an application of the kind under consideration is necessarily more expensive than an ordinary application. When the Bill on which the Act of 1905 was founded left the House of Commons, the fifth essential was "a distinctive mark as defined by this Act." It was altered into its present form by the House of Lords, on the motion of the Duke of MARLBOROUGH. Assuming an alteration of the kind was desirable, we think that it would have been simpler and cheaper to have made the Registrar of Trade-Marks, rather than the Board of Trade, the tribunal to decide that which is by the Act, as it now stands, left to the Board of Trade or the court to decide. But, in our opinion, it would have been better if no such alteration had been made, and if, in all cases where a mark was applied for as a distinctive mark under essential 5, it had been left to the registrar to decide whether such mark was *prima facie* distinctive, so that the application ought to go forward.

As we mentioned above, assuming an applicant obtains an order from the Board of Trade or the court that the trade-mark he has applied for is to be deemed a distinctive mark, the application proceeds in the ordinary way. The result is, that if the mark is opposed, the opponent can, and most probably will, put forward as one of the grounds of his opposition that the mark is not distinctive; and then the applicant will have to fight the question all over again, because the opponent will not be estopped by the order of the Board of Trade or the court, he not having been a party to the proceedings in which the order was made.

We understand that there have not at present been a large number of applications for orders of the above kind, and that in only a few of them have orders been made.

At Bow-street, on Tuesday, the 19th inst., before Mr. Marsham, Richard Nimrod Haworth, of Norry-road, Putney, was charged on a warrant with falsely using a description implying that he was entitled to act as a solicitor. Mr. R. Humphreys, who prosecuted for the Incorporated Law Society, said that the prisoner was admitted a solicitor some years ago and his certificate was afterwards suspended for three months. Subsequently it was further suspended for two years from June, 1903, until June, 1905. Shortly after the expiration of that time it was found that the prisoner was writing letters in which he described himself as a solicitor, although he had not obtained a certificate entitling him to practise. He was also exhibiting at his office in High Holborn a brass plate on which he was similarly described. The prisoner pleaded "Guilty," urging that he was in straitened circumstances at the time. He was fined £10 and £5 5s. costs, with the alternative of one month's imprisonment.

Costs of Alternative Claims.

WHEN a plaintiff brings an action against two defendants, claiming against them in the alternative, the costs are necessarily increased by the presence of three parties to the litigation instead of two, and it becomes an important question upon whom the increased cost is to fall in the event of the plaintiff establishing his claim against one of the defendants. The claim being in the alternative, it follows that it must in this case fail as to the other of the defendants, and, *prima facie*, the plaintiff will have to bear his costs. If the actions had been brought separately this would necessarily have been the case. On the other hand, the liability to costs will be a substantial set-off against the damages recovered by the plaintiff in his successful action, and he will be the loser by the existence of the doubt as to the person against whom his remedy lies. There is, however, under the existing practice no necessity to bring the actions separately. By R. S. C., ord. 16, rr. 1 and 4, parties may be joined alternatively either as plaintiffs or defendants, and consequently in one action it is possible to deal with the entire costs and inflict them upon the party whose conduct has inflicted the injury and brought about the litigation. And this may be done either by giving the successful defendant his costs against the plaintiff, and then allowing the plaintiff to recover them with his own costs against the unsuccessful defendant, or by ordering the unsuccessful defendant to pay them to the successful defendant direct. That such an order could be made where the alternative claim was for breach of contract was decided by the Court of Appeal in *Sanderson v. Blyth Theatre Co.* (1903, 2 K. B. 533), and it has now been decided by the same tribunal that it can equally be made where the claim is in tort: *Bullock v. London General Omnibus Co.* (1907, 1 K. B. 264).

In *Sanderson v. Blyth Theatre Co.* the action was brought originally against the Blyth Theatre Co. alone to recover money for work and materials in connection with the company's theatre alleged to have been done and supplied on the order of Horz, the company's architect, as their agent. In consequence of the nature of the company's defence, Horz was added as a defendant, and the claim was made against him in the alternative. At the trial the jury found a verdict for the plaintiff against the company, and thereupon the judge ordered that judgment should be entered for the plaintiff against the company; that Horz should recover his costs against the plaintiff; and that the plaintiff should recover costs against the company, including both his costs of joining the defendant Horz, and also the costs which he was ordered to pay to that defendant. Against the portion of the order relating to the inclusion of the defendant Horz's costs the company appealed.

The jurisdiction to make such an order has long been recognized in equity. In *Jones v. Lewis* (1 Cox 199), where there were several defendants, and the court thought that one of them, a trustee, ought to bear all the costs of the suit, the plaintiff was ordered to pay the costs of the other defendants and then recover them from the trustee; and a similar order was made in *Parkes v. White* (11 Ves., p. 238). In more recent times an instance is afforded by *Child v. Stenning* (11 Ch. D., p. 87). But in *Rudow v. Great Britain Mutual Life Society* (17 Ch. D. 607) JESSEL, M.R., intimated that under the Judicature Acts it was no longer necessary or proper to order a plaintiff to pay the costs of a defendant and have them over against another defendant, so that if this latter defendant was insolvent the plaintiff would lose them; but that the proper form of order was to order the defendant who was intended to bear the co-defendant's costs to pay them to the co-defendant.

The jurisdiction of the court over costs has been put on a very wide basis by section 5 of the Judicature Act, 1890, which provides that, subject to the Judicature Acts and rules and to any express statutory provisions, "the costs of and incident to all proceedings in the Supreme Court, including the administration of estates and trusts, shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid." Apart, then, from any question of the extension by the earlier Judicature Acts of the former rules in

Chancery to common law actions, this provision confers complete power over costs upon the King's Bench Division, and where the action is tried by a judge without a jury, so that the judge has a free hand, he can, as STIRLING, L.J., pointed out in *Sanderson v. Blyth Theatre Co.*, first order the unsuccessful defendant to pay to the plaintiff the costs occasioned to him by joining the successful defendant, and, secondly, order him to pay to the successful defendant his costs of the action; that is, he can follow the course which JESSEL, M.R., specified as more appropriate to be adopted in the Chancery Division. If, however, the action is tried with a jury, then ord. 65, r. 1, has to be reckoned with, and the costs of the claim against the successful defendant follow the event unless the judge for good cause otherwise orders. Hence, unless the judge so orders, the plaintiff must pay the costs of the successful defendant, and then he will be allowed to include them with his own costs as against the unsuccessful defendant. This was recognized by the Court of Appeal in *Sanderson v. Blyth Theatre Co.* (*supra*), where the order as to costs made at the trial was affirmed. At the same time STIRLING, L.J., pointed out that the change of practice notified in *Rudow v. Great Britain, &c., Society* (*supra*) was perfectly proper, and that the new practice ought to be adhered to wherever it was practicable to do so; that is, the successful defendant's costs ought to be imposed directly on the successful defendant unless the special provision of ord. 65, r. 1, was an impediment.

In the recent case of *Bullock v. London General Omnibus Co.* (*supra*) an attempt was made to exclude the action from the jurisdiction to make such an order as to costs. The action was brought to recover damages for injuries sustained by the plaintiff through a collision between an omnibus and a cart. The omnibus belonged to the above-named defendants, and the cart to the other defendant company. The claim alleged joint negligence by both the defendant companies, and, alternatively, the separate negligence of each. Each of the defendant companies alleged that the negligence was by the other. The jury found a verdict for the plaintiff for £150 against the omnibus company, and a verdict for the other company. An order was made that the plaintiff should recover her costs against the omnibus company, such costs to include the plaintiff's costs occasioned by there being two defendants, and also the costs she might have to pay to the other defendant company. This was in effect the same as the order in *Sanderson v. Blyth Theatre Co.* (*supra*). On the appeal it was argued that two independent causes of action had been joined in the action, and that there was no authority for this in order 16, which allowed only of the joinder of defendants where there was the same cause of action. But this was an objection which, if tenable, should have been taken earlier. The action had been tried, and the Court of Appeal held that the full power over costs conferred upon the judge by the Judicature Act, 1890, enabled him to impose the costs where, in his opinion, they ought to be borne. "The common sense underlying this order," said COLLINS, M.R., "is clear, because the learned judge when he made it had before him evidence that, owing to the attitude taken up by the General Omnibus Co., it was reasonable for the plaintiff to join the other defendants." The point had been strongly urged that under ord. 65, r. 1, the costs of the claim against the successful defendant must follow the event, and that, if the costs were thus thrown on the plaintiff, the court had no power to interfere with this result. But such reasoning cannot apply where the alternative claims are in fact made in the same action, and the Court of Appeal again held that the court is empowered to make an order charging the costs against the party who has in fact caused the litigation.

Mr. Justice Warrington will preside at the seventy-fifth annual dinner of the United Law Clerks' Society, which will take place at the Hotel Cecil on Friday, the 31st of May.

The twenty-seventh meeting of the Bankruptcy Law Amendment Committee was held on the 13th inst. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Hubert Smith, Fellow of the Institute of Chartered Accountants (representing the Sheffield Chamber of Commerce), whose evidence related mainly to the question whether it is desirable to give publicity to assignments of book debts, and by Mr. Walter William Read, Fellow of the Institute of Chartered Accountants.

Reviews.

Books of the Week.

Stone's Justices' Manual: Being the Yearly Justices' Practice for 1907, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Thirty-ninth Edition. Edited by J. R. ROBERTS, Esq., Solicitor. Shaw & Sons; Butterworth & Co.

The Yearly Digest of Reported Cases for the Year 1906 Decided in the Supreme and other Courts, including a Copious Selection of Reported Cases Decided in the Irish and Scotch Courts; with Lists of Cases Digested Overruled, Considered, &c., and of Statutes, Orders, Rules, &c., Referred To. Edited by G. R. HILL, M.A., Barrister-at-Law. Butterworth & Co.

The Merchant Shipping Act, 1906: A Practical Handbook for Shipowners, Masters, and all connected with the Mercantile Marine. Containing the Complete Text of the Act. By SANFORD D. COLE, Solicitor. James Brown & Son.

The Law Magazine and Review: A Quarterly Review of Jurisprudence; being the combined Law Magazine, founded in 1828, and the Law Review, founded in 1844. Vol. XXXII, February. Jordan & Sons.

The Principles of German Civil Law. By ERNEST J. SCHUSTER, Barrister-at-Law. Stevens & Sons (Limited).

The Law of Meetings: Being a Concise Statement of the Law Relating to the Conduct and Control of Meetings in General, and in Particular Political, Social, and other Meetings, Meetings of Companies, County Councils, Borough Councils, District Councils, Boards of Guardians, Parish Councils, Parish Meetings, Vestries, Local Education Authorities, and Meetings of Electors under the Borough Funds Acts, 1872-1903; with the Sections of the Statutes Relating Thereto. By GEORGE A. BLACKWELL, LL.B. (Lond.), Barrister-at-Law. Fourth Edition. Butterworth & Co.

The Law Relating to Covenants Running with Land. By R. CUTHBERT BROWN, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

Correspondence.

The Admission of Solicitors.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Some short time ago I made a suggestion in your columns that it would be a good thing if the admission of solicitors were associated with some ceremony; a suggestion which met and still meets with considerable support. Apart from any other reason for change, it is obvious that the purchase of an admission form, like the purchase of a stamp over the counter, is not, in the case of the average man, conducive to a full sense of the serious responsibilities embarked upon when entering the profession.

It is noteworthy that the Master of the Rolls has just been good enough to inform me that he is quite in sympathy with the suggestion made, and his lordship was kind enough to add that he will have pleasure in doing any duty that may be assigned to him as part of any ceremony. At the same time the Master of the Rolls feels that it is a matter which must be decided by the desire of the solicitors' branch of the profession. Perhaps, therefore, those solicitors who favour the idea will communicate with the secretary of the Law Society on the subject.

HARVEY CLIFTON.

4, New-court, Lincoln's-inn, Feb. 6.

English and Foreign Companies in France.— New Regulations Relating to Financial Issues.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In the French *Loi des finances*, voted on the 31st of January last, there is an article which will doubtless be of considerable interest to legal and financial circles in England.

Such article contains stringent provisions affecting French, English, and foreign companies contemplating issuing shares or debentures, or whose securities may be dealt with in France, and it will take effect from and after the 1st of March, 1907.

Too great publicity cannot be given to the said enactment, as the non-compliance with the above provisions will be punishable by fines varying from ten thousand francs to twenty thousand francs.

The text of the said article, as adopted by the Chamber of Deputies, was modified by the Senate, and, in due course, referred back to the Chamber, which approved such modification, and the provisions contained therein have now become law.

The following is a translation of Article III., the article referred to above:

Any issue, posting up or offering for sale, or the introduction upon the French market of shares, debentures, or securities of whatever nature of French or foreign companies will, as regards such of the above as may be offered to the public, be subjected to the following formalities from and after the 1st of March, 1907:

Previously to any steps being taken for advertising, the persons issuing or offering for sale or selling or introducing the above must insert in a "Bulletin" annexed to the *Journal Officiel*, and in a form to be determined by a special decree, a notice containing the following particulars:

- I. The full name of the company or of the undertaking.
- II. An indication of the law (French or foreign) which will govern the working of the enterprise;
- III. The registered office thereof;
- IV. The objects of the enterprise;
- V. The duration thereof;
- VI. The amount of the capital, the amount per share of each category of shares, and the amount of capital remaining to be called up;

VII. The latest balance-sheet (of the undertaking) certified as being a true copy, or a statement that the same has not yet been drawn up.

In addition, the amount of debentures already issued by the undertaking, with a description of the securities attaching thereto, and if it should relate to a fresh issue of debentures, the number, as well as the value, of the securities to be issued, the interest payable upon each, the date and the conditions of re-imbursement, and the guarantees or security upon which such further issue is based, must be stated. Furthermore, all advantages stipulated to benefit the promoters, the directors, the manager or any other person, all property otherwise than in cash conveyed to the undertaking, and the mode of payment therefor, the forms for the calling of general meetings, and the places where the same shall be held, must be set forth in the above "Bulletin."

Persons issuing, offering for sale, or selling, and persons introducing such securities for sale or issue, must be domiciled in France, and they must affix their signatures with their addresses to the above notice.

Advertisements, prospectuses, and circulars must reproduce the statements contained in the notice, and mention that such notice was inserted in the "Bulletin" annexed to the *Journal Officiel*, and with a reference to the number in which it was published.

All advertisements in newspapers must reproduce the same statements, or at least an extract from such statements with a reference to the said notice, and mention the number of the "Bulletin" annexed to the *Journal Officiel* in which the same appeared.

Every foreign company making a public issue in France, or offering for sale, or selling, or introducing shares, debentures, or securities of any nature, must, in addition, publish in full its memorandum and articles of association in the French language in the same "Bulletin" annexed to the *Journal Officiel*, and this previously to any securities being placed.

Any non-compliance with the above provisions will be duly noted by the officials of the French Registration office, and will be punishable by fines from ten thousand to twenty thousand francs.

Article 460 of the Penal Code will be applicable to offences committed in contravention of the provisions contained in the present enactment.

It will be observed that many of the clauses contained in the new law are based upon those incorporated in the English Companies Act of 1900.

P. PELLERIN, *Licencié en droit*.

Paris, 56, rue la Boétie, Feb. 6.

CASES OF THE WEEK. Court of Appeal.

"THE BURNS." No. 1. 13th Feb.

PUBLIC AUTHORITIES PROTECTION ACT, 1893—ACTION IN REM—56 & 57 VICT. c. 61, s. 1.

An action in rem does not come within section 1 of the Public Authorities Protection Act, 1893.

Appeal from Bargegrave Deane, J. An action in rem was brought in the Admiralty Division by the owners of the cargo lately laden on board the steamship *Gervase* to recover compensation for damage to the cargo by reason of a collision between *The Gervase* and the steamship *Burns*. The parties to the action were stated in the writ to be the owners of the cargo lately laden on board the steamship *Gervase*, plaintiffs, and the owners of the steamship *Burns*, defendants; and the writ was directed to the owners and parties interested in the steamship *Burns*. *The Burns* was a sludge vessel owned by the London County Council, and used by them for the purpose of carrying sewage out to sea, and in doing

so they were acting in execution of their public or statutory duty with regard to the disposal of the sewage. The action was commenced more than six months after the collision, and the London County Council moved to set aside the writ of summons upon the ground that, under section 1 (a) of the Public Authorities Protection Act, 1893, the action ought to have been commenced "within six months next after the act, neglect, or default complained of." Bargegrave Deane, J., held that an action *in rem* did not come within the Act, and he dismissed the motion. The London County Council appealed. It was contended on their behalf that this was an action against a person within the meaning of section 1 of the Act, there being both plaintiffs and defendants on the writ; that the bringing of an action *in rem*, followed by the arrest of the ship, was a mode of compelling the appearance of the owner of the vessel sued, and that when he appeared he became personally liable. The action was therefore commenced against a person within the meaning of section 1.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.J.J.) dismissed the appeal.

COLLINS, M.R., said that no doubt an action *in rem* did indirectly affect the owner of the *res*, but a somewhat similar point to the present one had been decided by this court in *The Longford* (14 P. D. 34), and it was undesirable to draw fine distinctions between that case and the present one. In that case it was held that the word "action" in section 8 of 6 & 7 Will. 4, c. c., which provided that no action should be brought against the City of Dublin Steam Packet Co. for damage to any ship unless one month's notice in writing were given to the company—did not apply to an action *in rem*. The ground of that decision applied to the present case. If the matter had been *res integra* he would have been disposed to hold that this was an action commenced against persons, and that the defendants were within the protection of the Act. But the point had been substantially decided in *The Longford*, and they would not be justified in drawing a subtle distinction between the two cases.

COZENS-HARDY, L.J., agreed.

FLETCHER MOULTON, L.J., concurred. In his opinion the contention that the arrest of the ship was merely a mode of compelling the appearance of the owners was contrary to *The Dictator* (1892, P. 304) and *The Gemma* (1899, P. 285). The appearance of the owners, and not the bringing of the action, made them personally liable in the action. If the owners did not appear, the action remained an action against the ship, and no personal liability could be established against them. The Public Authorities Protection Act, 1893, therefore did not apply to an action *in rem*. With regard to the form of the writ, the old form had been abandoned, but he did not think that the nature of an action *in rem* had been changed because the writ set out the names of persons as plaintiffs and defendants.—COUNSEL, J. G. Laing, K.C., and R. H. Balloch; Scrutton, K.C., and A. D. Bateson. SOLICITORS, Thomas Cooper & Co.; Walton, Johnson, Dobb, & Wharton.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

BLOOMER v. CURRIE. Joyce, J. 13th Feb.

SOLICITORS—PARTNERSHIP—BANKRUPTCY OF ONE PARTNER—PARTNERSHIP ACTION—RECEIVER—CONDUCT OF ACTION—PRACTICE.

A receiver of assets appointed on the application of the plaintiff in a partnership action cannot be represented by the plaintiff's solicitors in matters in which his interests as such receiver conflict with the plaintiff's interests.

Adjourned summons. The plaintiff in the action was the trustee in bankruptcy of B., who had been practising as a solicitor in partnership with the defendant. B. absconded and was adjudicated bankrupt in July, 1906; the defendant did not become bankrupt, neither did the firm. The writ in the action asked for a declaration that the partnership was dissolved by B. prior to his bankruptcy, or alternatively by his bankruptcy, and for an account of the partnership transactions and dealings, and that the partnership might be wound up. In August, 1906, the plaintiff moved for the appointment of himself or some other fit and proper person as receiver of the partnership assets. On that motion the court refused to appoint the plaintiff and appointed a nominee of the defendant. The receiver proceeded to get in the assets of the firm, and in so doing employed the defendant's solicitor, who had also been accustomed to act for the receiver privately. The plaintiff's solicitors objected to this on the ground that the receiver had been appointed on the application of the plaintiff, and that, therefore, he ought to be represented by them. This summons in the action was taken out by the defendant, asking that the defendant's solicitor should have the conduct of the action, including the carrying in and passing of the receiver's accounts, and that the receiver should be represented by the defendant's solicitor in all proceedings connected with the partnership. During the hearing the court held that the summons was wrong in form in asking for the conduct of the action. It was urged in support of the summons that it was inconsistent and inconvenient for the receiver to be represented by the solicitors who were also the solicitors for the plaintiff in the action, as there were many matters in which the plaintiff's interests and claims as the trustee in bankruptcy of B. would clash with the interests of the firm; that the plaintiff had no knowledge himself of the partnership affairs, and that the defendant, who had no personal interests conflicting with those of the partnership, was obviously the proper person to help and instruct the receiver. The judgment of Kindersley, V.C., in *Dixon v. Wilkinson* (4 Drew, 614) was referred to. In opposition it was contended that the

receiver was appointed on the plaintiff's motion, and that, therefore, his solicitors had the conduct of the action; that there was not likely to be any clashing of interests; and that the receiver was not impartial, but had taken sides and clearly regarded himself as an agent of the defendant. But it was pointed out in reply that the receiver would be much more likely to get in the partnership assets if he were a partizan, and that the usual course in the case of one member of a firm being made bankrupt was to appoint the remaining partner receiver of the partnership assets, and that it ought to have been done in this case, but the defendant, in agreeing to his nominee being appointed instead of himself, understood that the receiver would be represented by the defendant's solicitor.

JOYCE, J., said that this was not an ordinary case. The action was a partnership action instituted by the trustee in bankruptcy of the absconding partner against the other partner. He was not sure that he had been right in not appointing the defendant receiver; however, the defendant's nominee had been appointed. The receiver found that there were certain matters in which the interests of the partnership clashed with those of the bankrupt's separate estate, but his lordship was not aware of any matter in which there was any conflict between the interests of the firm and those of the defendant. Not unnaturally the receiver objected; he could not possibly be advised by the plaintiff's solicitors in matters in which there were conflicting interests. It had been admitted that in such matters the receiver must be represented by another solicitor, and it seemed to him that the defendant's solicitor was the proper person for that purpose. The only affidavit in opposition to the summons was made by an article clerk of the plaintiff's solicitors; there was none by the trustee in bankruptcy himself. The plaintiff's solicitors' chief objection to the application seemed to be that they would thereby lose the work. In his opinion it was best for all parties that the receiver should be represented by the defendant's solicitor in all matters in which he thought fit to be so represented, including the bringing in and passing of his accounts.—COUNSEL, Hughes, K.C., and Tindale Davis; Younger, K.C., and Ward Coldridge. SOLICITORS, R. Brooks; Weatherley & Co.

[Reported by W. F. LAWRENCE, Barrister-at-Law.]

BLENOWE AND OTHERS v. NORTHAMPTONSHIRE COUNTY COUNCIL. Warrington, J. 31st Jan.; 1st, 11th, 12th, and 13th Feb.

EDUCATION—NON-PROVIDED SCHOOL—NONCOMPLIANCE WITH DIRECTIONS OF LOCAL EDUCATION AUTHORITY AS TO RELIGIOUS INSTRUCTION—SCHOOL CLOSED BY INSPECTOR AND SUPPORT WITHDRAWN—ELEMENTARY EDUCATION ACT, 1870 (33 & 34 VICT. c. 75), s. 7—EDUCATION ACT, 1902 (2 ED. 7, c. 42), s. 7.

A local education authority issued directions in respect of religious instruction. A non-provided school within the area of the authority arranged its time-table so as to allow of the scholars being taken to church on saints' days and holy days, and in so doing infringed the directions. On the managers declining to make alterations in the time-table as required by the authority, the inspector declared the school closed and transferred the teachers, and the authority withdrew its financial support. Thereafter the school was carried on by private subscription as a certified efficient school. The managers sued for a declaration that the directions were ultra vires and void, and that the school was entitled to be maintained by the authority, and also for damages for trespass and illegality on the part of the inspector.

Held, that the questions as to the directions and maintenance were to be decided by the Board of Education, by virtue of section 7, sub-section 3, of the Act of 1902; that the managers had not proved such possession as entitled them to sue for trespass; and that the inspector was entitled to transfer the teachers.

Trial of action. The plaintiffs brought this action as the managers of Marston St. Lawrence Public Elementary School, in Northamptonshire. The defendant council was the local education authority for the county of Northampton. The plaintiffs claimed damages for trespass and for illegal acts committed by the defendants in closing the school and inducing the teachers to break their contracts with the plaintiffs, and a declaration that certain regulations issued by the defendants as to religious instruction in schools within the defendants' area were ultra vires and void in law, and that the plaintiffs were entitled to have the school, which was "non-provided," maintained by the council as a public elementary school in accordance with the Education Acts, 1870 to 1902. The school building was the property of private owners, having been built in or about 1847, and from then onwards had been used as a national school in connection with the Church of England. In 1877 the school became a public elementary school within the Elementary Education Acts, and was subject to Government inspection. Thereafter the owners voluntarily allowed the school to be used as a public elementary school. In September, 1904, the defendants issued certain directions to the following effect: "Religious Instruction in Schools . . . (2) Time of religious instruction.—Secular instruction in all schools shall commence not later than 9.45 a.m., and occupy the school hours for the rest of the day." "(4) Place of religious instruction.—In consideration of the answer given in the House of Commons by Sir William Anson to Mr. Halsey on Friday, the 10th of June last, religious instruction of children attending an elementary school shall not be given in any place other than the school and during the hours in which the school is open, unless it be in connection with the withdrawal of children under the conscience clause." The contention of the plaintiffs was that these regulations were ultra vires and void as interfering with the plaintiffs' rights under the Education Act, 1902, and that the defendants had no power to issue directions as to religious instruction with regard to "non-provided" schools. For many years there had been a practice of taking the school children to church on saints' days and holy days during the time devoted to religious instruction. Since February, 1893, it had been the practice to

mark the school registers at 9 a.m. on saints' days and holy days and to take the children to church at 11 a.m. The time-tables arranging for this marking were duly approved by Government inspectors. The usual course was to mark the registers at from 9.45 to 10 a.m. The special arrangement as to marking the registers was in order to enable the necessary two consecutive hours of secular teaching to take place. In consequence of these proceedings the defendants caused notice to be given to the plaintiffs that all financial assistance would be withdrawn from the school as from the 1st of March, 1905, as the plaintiffs had failed to conform to the regulations issued with regard to religious instruction. The inspector accordingly declared the school closed and transferred the mistress and assistant mistress to other schools. Since then the school had been kept open as a certified efficient school by private subscriptions. It was contended by the defendants that the court had no jurisdiction to deal with questions arising under the Education Act, 1902, s. 7, sub-section 3, which could be decided by the Board of Education alone.

WARRINGTON, J., said that the question as to the directions and the question involved in the plaintiffs' claim to have the school maintained by the defendants as a "non-provided" public elementary school in accordance with the Education Acts, 1870 to 1902, were questions arising under section 7 of the Act of 1902, and were therefore to be settled by the Board of Education by virtue of sub-section 3, the court having no jurisdiction to deal with them. Section 7 provided as follows: "(1) The local education authority shall maintain and keep efficient all public elementary schools within their area which are necessary, . . . but in the case of a school not provided by them [and this was the present case] only so long as the following conditions and provisions are complied with: (a) The managers of the school shall carry out any directions of the local education authority as to the secular instruction to be given in the school; . . . but no direction given under this provision shall be such as to interfere with reasonable facilities for instruction during school hours." Sub-section 3 was as follows: "If any question arises under this section between the local education authority and the managers of a school not provided by the authority, that question shall be determined by the Board of Education." Direction No. 2 was in itself a direction in respect of secular education. The plaintiffs had acted in breach of that direction. The plaintiffs had contended that this direction was not given under section 7 of the Act of 1902, but was *ultra vires*. They said that, whilst their time-table remained as it was, compliance with the direction would have been a breach of their duties under section 7 of the Act of 1870, and that the question really arose under that Act, which provided as follows: Section 7, "Every public elementary school shall be conducted in accordance with the following regulations (a copy of which regulations shall be conspicuously put up in every such school)—namely, (2) the time or times during which any religious observance is practised or instruction in religious subjects is given at any meeting of the school, shall be either at the beginning, or at the end, or at the beginning and the end of such meeting, and shall be inserted in a time-table to be approved by the Education Department, and to be kept permanently and conspicuously affixed in every schoolroom; and any scholar may be withdrawn by his parent from such observance or instruction without forfeiting any of the other benefits of the school." The refusal of the managers to arrange for the alteration of the time-table had been a further infringement of the direction as to secular instruction implied in the original direction as to the time for religious instruction, and expressed in a letter from the local education authority. The questions therefore arose under section 7 of the Act of 1902. In view of this decision it was not necessary to give an opinion as to direction No. 4. With regard to the remaining causes of action, the inspector had acted hastily in treating the school as closed, as it was competent for the managers to carry on the school as a certified efficient school. Although the entry of the inspector might have been lawful, the plaintiffs had urged that his subsequent conduct had rendered him a trespasser, so that they were entitled to damages. The real question involved was one of possession of the school. Had they such possession as enabled them to sue for trespass? They had pleaded nothing more than their position as managers by virtue of the Act of 1902. The schoolhouse was provided by the owners and the managers had certain statutory rights over it which enabled them to perform their statutory duties. The plaintiffs had not alleged or proved possession such as enabled them to sue for trespass. No special arrangement with the owners had been proved to exist. He must not, however, be understood to hold that the conduct of the inspector was such as to convert lawful entry into trespass, even if the plaintiffs had had possession. There had been no inducement to the teachers to break their contracts, as the local education authority was justified in giving the teachers other appointments. The action failed, and there would be judgment for the defendants with costs.—COUNSEL, *Cripps, K.C., Lord Robert Cecil, K.C., and Montague Barlow; Danckwerts, K.C., Sargant, and J. E. King.* SOLICITORS, *Withers, Bensons, Withers, & Davies, for H. W. Chall, Bury; Sharpe, Parker, Pritchards, Barham, & Lawford, for H. A. Mullington, Clerk of the County Council, Northampton.*

[Reported by F. HARDING DALSTON, Barrister-at-Law.]

Mr. Benson, says a writer in the *Globe*, who has succeeded the late Judge Mansel Jones, the stroke of the Cambridge boat in 1856, as county court judge for the Sheffield district, is not the only "old Blue" on the county court bench. Judge Wightman Wood, who administered excellent justice in Leicestershire, rowed for Oxford in 1866 and 1867. The new county court judge, who, like the Lord Chancellor, was at Balliol, rowed in 1868, 1869, and 1870.

New Orders, &c.

County Courts.

The *London Gazette* of the 15th inst. contained the following Orders in Council:—

Whereas it is enacted by the County Courts Act, 1888, that it shall be lawful for His Majesty, by Order in Council, from time to time to alter the number and boundaries of the districts and the place of holding any Court, and to order by what name, and in what towns and places a Court shall be held in any district:

His Majesty is pleased by and with the advice of His Privy Council to order and it is hereby ordered that from and after the first day of April, one thousand nine hundred and seven, the County Courts (Districts) Order in Council, 1899, shall be further amended as follows:—

- (1) The Parish of Tryddyn, in the Union of Hawarden, shall be transferred from the District of the Wrexham and Llangollen County Court to the District of the Mold and Flint County Court.
- (2) The District of the County Court of Northamptonshire held at Thrapstone and the District of the County Court of Northamptonshire held at Oundle shall be consolidated under the name of the County Court of Northamptonshire held at Thrapstone and Oundle and a Court shall be held in that District at both Thrapstone and Oundle until further order.
- (3) The District of the County Court of Denbighshire held at Denbigh and the District of the County Court of Denbighshire held at Ruthin shall be consolidated under the name of the County Court of Denbighshire held at Denbigh and Ruthin and a Court shall be held in that District at both Denbigh and Ruthin until further order.
- (4) This Order shall be cited as the County Courts (Districts) Order in Council, February, 1907, and shall be read with the said County Courts (Districts) Order in Council, 1899, which shall have effect as if the provisions herein contained had formed part of that Order.

11th February, 1907.

A. W. FITZROY.

Pursuant to section five of the County Courts Act, 1903, His Majesty is pleased, by and with the advice of His Privy Council, to order and it is hereby ordered as follows:—

1. This Order may be cited as the County Courts (Extended Jurisdiction) Order in Council, 1907.
2. The County Courts Order in Council, 1904, shall be amended as follows:—

(i.) The part of the Schedule relating to Circuit No. 9 is revoked, and the following is substituted therefor:—

Circuit No. 9	Crewe	Congleton and Sandbach. Nantwich.
	Stockport	Macclesfield.
	Ashton-under-Lyne	Hyde. Stalybridge.
	Northwich	Winsford.

(ii.) In Circuit No. 23, Ledbury, Droitwich, and Great Malvern are removed from the third column of the said Schedule.

(iii.) The part of the said Schedule relating to Circuit No. 27 is revoked.

(iv.) In Circuit No. 36, (a) Towcester is removed from the third column of said Schedule, (b) Leighton Buzzard shall be added to the second column, and (c) opposite to Leighton Buzzard, Amptill shall be added to the third column.

3. The County Courts Order in Council, 1904, shall be read and have effect in accordance with this Order, which shall come into operation on the first day of April, one thousand nine hundred and seven.

11th February, 1907.

A. W. FITZROY.

Carl A. Fischer, furrier, of Holloway-road, was summoned recently before Mr. Fordham for hindering and obstructing a workman in carrying out an order under the London Building Act. Mr. Humphreys prosecuted. He said the defendant had a shop built over the forecourt of a house, and the London Building Act required that the roof of this shop should be of certain materials and thickness, and that there should be special means of exit in case of fire. The freeholder of the premises sent men to do this work, but the defendant, who was the leaseholder, refused to admit them. They did eventually get in, but could not proceed with the work because of the defendant's hindrance. The defendant said he had applied to the London County Council for an extension of time in which to have the work done, and thought it had been granted. Mr. Fordham replied that ever since last June the defendant had a knowledge that the work must be done, and in the interests of his workpeople it should be done as soon as possible. The Act gave magistrates the power to inflict a fine of £20 and £10 penalty for every day that the work was delayed. This in the defendant's case would amount to some hundreds of pounds. The defendant, however, would pay £10 and £10 10s. costs, or one month's imprisonment.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 5.—Chairman, Mr. P. B. Henderson.—The subject for debate was: "That the case of *Re Samson, Robins v. Alexander* (1906, 2 Ch. 584, was wrongly decided." Mr. Henry T. Thomson opened in the affirmative, Mr. A. G. Anderson seconded in the affirmative; Mr. Harston opened in the negative, Mr. Frank Birch seconded in the negative. The following members continued the debate: Messrs. Dowding, Blackwell, and H. Dollman. The mover having waived his right to reply, the motion was lost by eleven votes.

Legal News.

Changes in Partnerships.

Dissolutions.

THOMAS HENRY MORGAN and HAROLD FRANCIS ASHBY, solicitors (T. H. Morgan & Co.), Colwyn Bay, Denbigh. Jan. 31. All debts due to and owing by the said late firm will be received and paid by the said Thomas Henry Morgan, by whom the business will in future be carried on.

[Gazette, Feb. 19.]

General.

Rarely, says a writer in the *Globe*, has a movement affecting the administration of justice been more rapid than that concerned with the separate treatment of juvenile offenders. In the London police-courts, by the recent direction of the Home Office, children are kept apart from adult prisoners. In Birmingham, Manchester, Glasgow, Greenock, Bolton, Bradford, and Taunton children's cases are heard separately. Mr. T. R. Bridgwater, in a valuable article in the *Journal of Comparative Legislation*, shews that the movement is now widespread. In many of our colonies—in Canada, South Australia, New South Wales, Cape Colony, and Tasmania—special arrangements for the trial and treatment of juvenile delinquents have been introduced. Twenty-two of the United States have established "children's courts." On the Continent no such courts yet exist, but in several countries, in Germany, Italy, Holland, and Sweden, the special needs of the juvenile offender have not been ignored.

In addressing the grand jury at the South London Sessions, at the Sessions House, Newington, Mr. Robert Wallace, K.C., the new chairman, said that it had been the custom to compare the statistics of the session with those of the corresponding period of the previous year. Those figures were most misleading, as it was impossible to make a comparison of such a short period as would indicate whether crime was decreasing or not. Sir John Macdonell, in his recent admirable report, brought out this point clearly, and shewed that to compare the crime of one year with another was practically useless. But he also pointed out—and this every one rejoiced in—that though the crime of the year might exceed the crime of the previous twelve months, if they went back and compared one generation with another, a steady advance and improvement in the morals of the people and a great diminution of crime all over the country were found. At the sitting of the court Mr. Wilkinson offered a welcome to his lordship by the members of the bar attending the sessions on the south side. Mr. Wallace said that he had already received a very cordial and kindly greeting from the bar on the north side, and he now repeated what he had ventured to say last week, that there was no opinion he valued more than the good opinion of his brethren at the bar. He could only say that in the proper administration of justice it was absolutely necessary that the bench and the bar should co-operate.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice JOYCE.
Monday, Feb. 25	Mr. Farmer	Mr. Gresswell	Mr. Church	Mr. Beal
Tuesday 26	Beal	Leach	King	Farmer
Wednesday 27	Pemberton	Gresswell	Church	Beal
Thursday 28	Carrington	Leach	King	Farmer
Friday, March 1	King	Gresswell	Church	Beal
Saturday 2	Church	Leach	King	Farmer
Date	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.
Monday, Feb. 25	Mr. Carrington	Mr. Theod.	Mr. Bloxam	Mr. Goldschmidt
Tuesday 26	Pemberton	Goldschmidt	Borror	Theod.
Wednesday 27	Carrington	Theod.	Bloxam	Borror
Thursday 28	Pemberton	Goldschmidt	Borror	Bloxam
Friday, March 1	Carrington	Theod.	Bloxam	Leach
Saturday 2	Pemberton	Goldschmidt	Borror	Gresswell

Winding-up Notices.

London Gazette.—FRIDAY, FEB. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ENGLISH FRENCHOLDS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Lawrence

Edward Haley, 3, Frederick pl, Old Jewry. Birchem & Co, Parliament st, Westminster, solicitors to liquidator.
HERMANN LICHTENSTEIN & CO, LIMITED—Petn for winding up, presented Feb 13, directed to be heard Feb 26. Harston & Bonnett, 4, Bishopsgate st Within, solicitors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Feb 25.

HENRY HOWARTH & SONS, LIMITED (Wigan, Furniture and Bedding Manufacturers, &c.)—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Edwin France, 5, College chambers, Library st, Wigan, liquidator.

LEADS BRIDGE CABINET WORKS, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Holliday, 4, Gresham st, Leeds. Peckover & Scriven, Leeds, solicitors for liquidators.
McPHAIL & SIMPSON'S DRY STEAM PATENTS CO, LIMITED—Petn for winding up, presented Feb 7, directed to be heard Feb 26. Gribble & Co, Pedford row, for Stewart & Chalkler, Wakefield, solicitors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25.

SAMUEL BRUCE & CO, LIMITED—Petn for winding up, presented Sept 18, directed to be heard Feb 26. Sparling, Guildhall chambers, Basinghall st, solicitors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25.

London Gazette.—TUESDAY, FEB. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FRANK W. HARRIS & CO, LIMITED—Creditors are required, on or before March 30, to send in their names and addresses, and the particulars of their debts or claims, to Henry John Burgess, 14, St Mary Axe.

HUNT & SONS, LIMITED—Petn for winding up, presented Feb 14, directed to be heard on March 5. Whites & Co, 29, Budge row, solicitors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 4.

PALATINE SHIPPING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to Alexander Cunnison Ramsay, 40, Brazennose st, Manchester.

The Property Mart.

Result of Sale.

REVERSIONS, LIFE POLICIES, SHARES, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 839) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £22,800:

ABSOLUTE REVERSIONS:

To about £500 340

To £1,175 500

POLICIES:

For £500 325

For £2,000 300

For £3,400 2,075

For £5,000 1,140

For £500 225

For £1,000 1,705

For £2,000 15,000

A BONUS OF SUM OF £26,000 320

80 SHARES £10 each in Moorgate-street and Broad-street Buildings (Ltd.)

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JAN. 18.

BARTHAM, MARY, Forest Gate Feb 18 Bartram v Mearins, Warrington, J Shephard, Finsbury circus

ROSS, CHARLES ARTHUR, AVENUE RD, Regent's pk March 15 Wingfield and Blaw v Blair, Neville, J Wingfield, Chesapeake

SUMMERS, SOMERS JOHN, Upper Bedford pl Feb 15 Summers v Sutton, Kekewich, J Poole, Ely pl

London Gazette.—FRIDAY, JAN. 25.

LOMAN, MARTIN, Wadley Asylum, nr Sheffield, Builder Feb 14 Simmons v Coleman, Neville, J Jackson, Bedford row

ROBERTS, EDWARD, Ruthin, Denbigh, Solicitor Feb 28 Jones v Davis, Warrington, J Billing, Strand

London Gazette.—FRIDAY, FEB. 1.

TRUSSELL, EDWIN BENJAMIN, Burnham on Crouch, Builder Feb 25 Barclay & Co v Trussell, Parker, J Crick, Billiter sq bldgs

London Gazette.—TUESDAY, FEB. 5.

KIRKLAND, SAMUEL, Matlock, Derby, Farmer Feb 28 Kirkland v Kirkland, Warrington, J Lynde, Matlock

London Gazette.—FRIDAY, FEB. 8.

FARRBELL, JOHN, Clapham rd, Music Hall Proprietor March 8 Pannell v Milburn, Joyce, J Amery-Parkes & Co, Fleet st

London Gazette.—FRIDAY, FEB. 15.

CURRIE, HENRY WILLIAM, Eastbourne March 15 Bradford v Lewis, Warrington, J Welch, John st, Bedford row

TURNER, ALFRED VALENTINE, Hoddlesdon, Herts, Nurseryman March 22 Johnson v Burt, Neville, J Longmore, Hertford

London Gazette.—TUESDAY, FEB. 19.

GREATOREX, HEYRICK ANTHONY, Rowneybury, Herlow, Essex, Stockbroker March 15 Piddall v Greatorex, Swinfen Eady, J Rowe, Union st, Old Broad st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, FEB. 12.

BROOKMAN, ANN, Armley, Leeds March 30 Lord, Leeds

BROUGH, WALTER, Foulton with Fernhead, Launce, Baker March 2 Roberts, Warrington

BUNT, GEORGE HENRY, Small Heath, Birmingham, Chemist March 10 Williams, Birmingham

BURGOINE, JOHN, Pontypool, Mon, Builder May 1 Watkins & Co, Pontypool

BUTTERS, JOSEPH KIRKMAN, Birmingham, Beer Retailer March 10 Williams, Birmingham

CHATELAIN, THOMAS HENRY, Burford, Oxford, Surgeon March 11 Pascock & Goddard, South st, Gray's inn

COLEMAN, MARY ANN, Small Heath, Birmingham March 23 Jeffery & Co, Birmingham

CONGLETON, Major Gen, the Right Hon HENRY BARON, CB, Green st, Park in March 23 Crawley & Co, Arlington st, St James's

CRADOCK, JANE BURTON, Blomfield st, Paddington March 9 Dixon, Pewsey, Wilts
 CROOK, FRIDERIC, Chester pl, Hyde Park April 13 Simpson & Co, Gracchurch st
 GORLOFF, EMILY DE, Tunbridge Wells March 7 Simpson & Bowen, Princes st, Bank
 DYER, HARRY Feb 16 Bradford & Co, Swindon
 EVERED, WILLIAM, Winchester March 27 Warner & Kirby, Winchester
 FELL, WILLIAM HALFORD, New Barmet, Herts March 15 Ward & Co, Kings st, Chapside
 FRUILLADE, RICHARD CHARLES FRANCIS LA, Borough High st, Southwark, Pawnbroker
 March 16 Attenborough, Ploccadilly
 FINNEY, ELIZABETH, Liverpool March 31 Grace & Co, Liverpool
 FULFORD, CHARLES EDWARD, Leeds, Dealer in Proprietary Medicines April 31 Farr &
 Walker, Leeds
 GEABY, JAMES, Walford March 20 Geary, Verulam bldgs, Gray's inn
 HADRI, JAMES, South Shore, Blackpool March 19 Ascroft, Blackpool
 HANFORD, DOW MICHEL, Monte Video, Uruguay March 8 Johnson, Lincoln's inn fields
 HERKPOD, MARY ANN, Denmark hill March 15 Moon & Co, Lincoln's inn fields
 JACKSON, JAMES, Hyde, Chester March 7 Knowles & Son, Hyde
 JERKINS, ELIZABETH, Sutton, Surrey March 12 Fallows, Lancaster pl, Strand
 LITTLE, SUSANNA, Wisbech St Petera, Isle of Ely, Cambridge March 6 Wise, March
 MARSHALL, LYDIA, New Brighton, Chester, Dressmaker March 8 Kent & Holroyd,
 Liverpool
 MATTHEWS, HENRY, Mount st, Grosvenor sq March 19 James & James, Ely pl,
 Holborn circus
 MILLS, JEREMIAH, Torquay March 31 Grace & Co, Liverpool
 MURPHY, EDMUND BAINES, Tamavua, Suva, Fiji April 15 Vandercom & Co, Bath in
 NUGENT, ANDREW GEORGE O'REILLY, Farnham, Hants March 13 Gillson, Farnham

OSWALD, JANE, Coldstream March 8 Sanderson & Weatherhead, Barwick upon Tweed
 PAGE, JAMES, Liverpool March 9 Watson & Atkinson, Liverpool
 RANDOLPH, FELTON GEORGE, Chichester March 13 McNeill & Pemberton, O'd Queen st
 RIDGINGTON, EDWARD WILLIAM, Clipping Sodbury, Glou, Licensed Victualler March 14
 Redfern & Son, Birmingham
 ROWE, ELIZABETH, North rd, Caledonian rd, Islington, Draper March 20 Rye & Eyre,
 Golden sq
 SALES, HENRY HARLOW, Leeds, Surgeon March 12 Haigh, Leeds
 SHAW, JAMES, Ecclehall, Staffs, Coal Master March 15 Harper, Southport
 SAMUEL, HERLOCK, Irlam, nr Manchester, Labourer March 16 Bowden, Manchester
 SIDDALL, WILLIAM DOW, Derby, Farmer Feb 28 Eaton, Sheffield
 SKIRRE, JOHN, Patricroft, nr Manchester, Travelling Jeweller March 15 Watson,
 Manchester
 SMITH, JAMES, Nottingham, Lace Manufacturer March 7 Leman, Nottingham
 SMITH, MARY ANN, South Hampstead March 30 Lovell & Co, Gray's inn sq
 STEVENSON, JAMES, Mansfield, Notts, Saddler March 12 Bryan & Armstrong, Mansfield
 SUDDES, THOMPSON, Armsley, Leeds March 30 Lord, Leeds
 THOMAS, JOHN, St Athan, nr Cardiff, Farmer March 12 Miles, Cowbridge, RSO, Glam
 WALES, HARRIET, Hackford, Norfolk March 14 Newton & Co, Wymondham, Norfolk
 WALKER, WILLIAM, Milton park, Highgate, Contractor March 11 Clarke & Co, Duncan
 WARRING, ANNA MARIA, Colchester March 23 Crick & Freeman, Maldon, Essex
 WATERMAN, MARY, Shide Cross, Newport, I of W March 12 Weeks, Newport
 WEBB, ELIZA ANNE, Winkfield, Berks March 15 Durnford & Gale, Windsor
 YOUTON, MARY, Liverpool March 16 McKenna, Liverpool

Bankruptcy Notices.

London Gazette.—Friday, Feb. 8.

ADJUDICATIONS.

ASHMEAD, ERNETT WALTER GEORGE, Cainscove, Glou,
 Wheelwright Gloucester Pet Feb 4 Ord Feb 4
 BARKER, WILLIAM WILSON, Blaydon, Durham, Grocer
 Newcastle on Tyne Pet Feb 6 Ord Feb 6
 BATES, EDWARD, Oldbury, Worcester, Butcher West
 Bromwich Pet Feb 4 Ord Feb 4
 BROAD, WILLIAM, Barnsley, Art Master Barnsley Pet
 Feb 4 Ord Feb 4
 BULLARD, ALBERT ROBERT, St Ives, Huntingdon, Oiler
 Grower Peterborough Pet Jan 1 Ord Feb 6
 BUTLER, CHARLES EDWARD, Long Eaton, Derby Derby
 Pet Feb 2 Ord Feb 2
 CORNISH, FRED, Clayton, nr Bradford, Carting Agent
 Bradford Pet Feb 5 Ord Feb 5
 EDWARDS, JAMES, Oswestry, Salop, Licensed Victualler
 Wrexham Pet Feb 2 Ord Feb 2
 EVANS, JOHN CARRIE, Bargoed, Glam, Tailor Merthyr
 Tydfil Pet Feb 6 Ord Feb 6
 GREEN, WILLIAM CHARLES, Coventry, Cabinet Maker
 Coventry Pet Feb 1 Ord Feb 1
 HANCOCK, WILLIAM, King's Lynn, Norfolk, Labourer
 King's Lynn Pet Feb 4 Ord Feb 4
 HANSON, FRANCIS JOHN, Upper Stoke, Coventry, Cashier
 Coventry Pet Feb 4 Ord Feb 4
 HARRIS, ISADORE HARRY, East Ham, Essex, Oil and Colour-
 man High Court Pet Dec 19 Ord Feb 6
 HULL, WILLIAM BRIDGER, Southport, Carriage Proprietor
 Liverpool Pet Jan 23 Ord Feb 6
 ISAAC, DAVID, Ystalyfera, Glam, Colliery Labourer Aber-
 avon Pet Feb 4 Ord Feb 4
 KNIGHT, JOHN WILLIAM, Southsea, Hants, Drug Store
 Proprietor Portsmouth Pet Feb 4 Ord Feb 4
 MOONEY, FREDERICK GEORGE, Tenby, Pembroke, Grocer
 Pembroke Dock Pet Feb 4 Ord Feb 4
 NORMAN, EDWARD BENJAMIN, Salford, Lancs, Furniture
 Dealer Manchester Pet Feb 6 Ord Feb 6
 NORMAN, THOMAS, St Albans, Tailor St Albans Pet Dec 5
 Ord Feb 2
 PHILLIPS, JOSEPH, Leicester Leicester Pet Feb 5 Ord
 Feb 5
 POWELL, THOMAS, Blaengwynf, Glam, Collier Aberavon
 Pet Feb 5 Ord Feb 5
 READ, T. CURTIS, Brighton, Manufacturers' Agent Brighton
 Pet Jan 19 Ord Feb 5
 SHIRTCLIFF, WILLIAM JOHN, Scarborough, Painter Scar-
 borough Pet Feb 4 Ord Feb 4
 SNEY, EDWARD HENRY, Ormskirik, Licensed Victualler
 Liverpool Pet Feb 4 Ord Feb 4
 SLACK, EDWIN CHARLES WELLESLEY, Fakenham, Norfolk,
 Clothier Norwich Pet Feb 4 Ord Feb 4
 SRELL, ALBERT EDWARD, Gloucester, Provision Merchant
 Gloucester Pet Feb 6 Ord Feb 6
 SKELLING, EDWARD WALTER, Norwich, Builder Norwich
 Pet Feb 4 Ord Feb 4
 TERRY, HENRY, St Mary Church, Torquay, Schoolmaster
 Exeter Pet Feb 6 Ord Feb 6
 WALKER, ROBERT EDWIN, Lower Guiting, Glou, Innkeeper
 Cheltenham Pet Feb 5 Ord Feb 5
 WELTON, ALAN AUBREON, Nottingham, Bookseller
 Nottingham Pet Feb 4 Ord Feb 4
 WILLIAMS, FRANK ERNEST, Birmingham, Electrical
 Engineer Birmingham Pet Jan 9 Ord Feb 6
 WOOD, JOHN SAVILLE, Charlsworth, Derby, Accountant's
 Clerk Ashton under Lyne Pet Feb 4 Ord Feb 4

Amended notice substituted for that published in the
 London Gazette of Aug 10:

WINSDALE, ALFRED HENRY, Ironmonger in, Cheapside,
 Architect High Court Pet June 19 Ord Aug 4

London Gazette, Tuesday, Feb. 12.

RECEIVING ORDERS.

ARMITAGE, NOAH, Wibsey, Bradford, Pork Butcher Brad-
 ford Pet Feb 9 Ord Feb 9
 BAGEL, AARON, Commercial rd, Boot Manufacturer High
 Court Pet Feb 5 Ord Feb 5
 BATLEY, JOSEPH, Newcastle under Lyne, Confectioner
 Hawley Pet Jan 23 Ord Feb 7
 BECK, JOSHUA, Whitecross st, St Luke's, Boot Dealer
 High Court Pet Feb 7 Ord Feb 8
 BENFIELD, ARTHUR ROBERT, Wilmington, nr Dartford,
 Nurseryman Rochester Pet Feb 7 Ord Feb 7
 BILLINGTON, JOHN HENRY, Tarporey, Coal Merchant
 Crewe Pet Jan 25 Ord Feb 8

BLOOMFIELD, WILLIAM HENRY, Ipswich, Builder Ipswich
 Pet Jan 17 Ord Feb 7
 CLAUGHTON, HARRIS, Leeds, Hairdressers' Sundryman
 Leeds Pet Jan 19 Ord Feb 6
 COCK, WILLIAM, Chestnut, Herts, Hay Dealer Edmonton
 Pet Feb 6 Ord Feb 6
 CRITCHLOW, EDWARD, Bradnop, nr Leek, Staffs, Farmer
 Macclesfield Pet Jan 28 Ord Feb 8
 DAVIDSON, THOMAS GEORGE, Kingston upon Hull, Boot
 Repairer Kingston upon Hull Pet Feb 9 Ord Feb 9
 DICKIE, ROBERT FLEMING, Stratford, Credit Draper High
 Court Pet Jan 15 Ord Feb 8
 EMMETT, JOHN WILLIAM, Gainsborough, Stationer Lincoln
 Pet Feb 7 Ord Feb 7
 FISHER, BENJAMIN E., Hipperholme, nr Halifax, Solicitor
 Halifax Pet Jan 25 Ord Feb 8
 FREYMUTH, JOHANNES MARTIN, Minsing in, Agent High
 Court Pet Jan 11 Ord Feb 8
 GLENN, JOSEPH, Leicester, Greengrocer Leicester Pet
 Feb 9 Ord Feb 9
 GRIFFITHS, LEWIS, Treaslaw, Glam Pontypridd Pet Feb 7
 Ord Feb 7
 HALLELL, JOHN, Burscough, Lancs, Farmer Liverpool
 Pet Feb 9 Ord Feb 9
 HARVEY, WILLIAM, Brighton, Lodging House Keeper
 Brighton Pet Feb 7 Ord Feb 7
 HERSCHTEL, MARCUS, Hatton gdn, Diamond Merchant
 High Court Pet Dec 11 Ord Feb 8
 HUTCHINSON, JAMES JOHN, Gresham bldgs, Basinghall st
 High Court Pet Jan 19 Ord Feb 8
 JEFFERY, JOHN, Shaugh, Devon, Farm Labourer Plym-
 outh Pet Feb 9 Ord Feb 9
 KIRK, THOMAS COLVILLE, Nottingham, Baker Nottingham
 Pet Jan 28 Ord Feb 8
 LEE, PERCY FAULKNER, Rusholme, Manchester, Cloth
 Raiser Manchester Pet Feb 8 Ord Feb 8
 MACKENZIE, DONALD FORBES, Bramhall rd, Harlesden,
 Shipping Clerk High Court Pet Feb 9 Ord Feb 9
 MILLS, P G, North End rd, Fulham, Draper High Court
 Pet Jan 5 Ord Feb 6
 MORRAN, JOHN, Gilfach Goch, Glam, Collier Pontypridd
 Pet Feb 8 Ord Feb 8
 NICHOLSON, FREDERICK BAUMGART, Victoria st High Court
 Pet Jan 15 Ord Feb 6
 PORTOUS, NEVILLE LIDDELL, Priestpoppole, Hexham,
 Northumberland, China Dealer Newcastle on Tyne
 Pet Feb 7 Ord Feb 7
 PRITCHARD, WILLIAM JOHN, Commercial rd, Limehouse,
 Camden High Court Pet Feb 6 Ord Feb 6
 ROBINSON, MARY, Whitley Bay, Northumberland, Grocer
 Newcastle on Tyne Pet Feb 7 Ord Feb 7
 SAWYER, RICHARD, Southport, Lancs, Plasterer Liverpool
 Pet Jan 16 Ord Feb 7
 SCHWALBE, GEORGE, and HUGO MAIENTHAU, Regent st,
 Jewellers High Court Pet Oct 31 Ord Feb 7
 SEUFFMAN, HARRY, Ely, Suffolk, Builder Ipswich Pet
 Feb 6 Ord Feb 8
 SMITH, GEORGE HENRY, Berrington, Salop, Haulier Shrews-
 bury Pet Feb 9 Ord Feb 9
 SKELLING, BENJAMIN, New Catton, Norwich, Bricklayer
 Norwich Pet Feb 7 Ord Feb 7
 TAYLOR, ARTHUR HENRY, Wimborne, Dorset, Butcher
 Poole Pet Feb 7 Ord Feb 7
 THORNTON, JOHN, Trent Vale, Stoke upon Trent, Staffs,
 Grocer Stoke upon Trent Pet Feb 7 Ord Feb 7
 VAUGHAN, ALBERT EDWARD, Wem, Salop, Dairyman
 Shrewsbury Pet Feb 9 Ord Feb 9
 VICK, HARRY WILLIAM, Uley, Glou, Wood Turner Glou-
 cester Pet Feb 9 Ord Feb 9
 WADDINGTON, ISAAC, Batley, Yorks, Pastry Cook Dew-
 bury Pet Feb 8 Ord Feb 8
 WHITAKER, ROBERT EDWARD, Sheffield, Plumber Sheffield
 Pet Feb 9 Ord Feb 9
 WILLIAMS, HERBERT JAMES, Darlington, Staffs, Wheelwright
 Walsall Pet Feb 5 Ord Feb 5
 YOKALL, SAMUEL, Congleton, Chester, Painter Macclesfield
 Pet Feb 7 Ord Feb 7

Amended notice substituted for that published in the
 London Gazette of Feb 8:

GALLERWSKI, MARCUS NATAN, Sunderland, Jeweller
 Sunderland Pet Jan 22 Ord Feb 5

FIRST MEETINGS.

ASHMEAD, ERNETT WALTER GEORGE, Cainscove, Glou,
 Wheelwright Feb 23 at 12 Off Rec, Station rd,
 Gloucester
 BAGEL, AARON, Commercial rd, Boot Manufacturer Feb 26
 at 11 Bankruptcy bldgs, Carey st
 BARKER, WILLIAM WILSON, Blaydon, Durham, Grocer Feb
 20 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne

BECK, JOSHUA, Whitecross st, St Luke's, Boot Dealer Feb
 26 at 12 Bankruptcy bldgs, Carey st
 BENFIELD, ARTHUR ROBERT, Wilmington, nr Dartford,
 Nurseryman Feb 22 at 11.30 115, High st, Rochester
 BROAD, WILLIAM, Barnsley, Yorks, Art Master Feb 21 at
 10.30 Off Rec, 7, Regent st, Barnsley
 BROWNE, JAMES MORTIMER, King st, St James', Turf Agent
 Feb 25 at 12 Bankruptcy bldgs, Carey st
 CANCELLOR, CECIL A., Higham, Kent Feb 25 at 11 Bank-
 rupty bldgs, Carey st
 CHICKEN, THOMAS, Lemington, Northumberland, Grocer's
 Assistant Feb 23 at 11 Off Rec, 30, Mosley st, New-
 castle on Tyne
 CLAUGHTON, HARRIS, Leeds Feb 20 at 11 Off Rec, 27,
 Park row, Leeds
 COLE, JOHN STANGER, Worthing, Boarding House Pro-
 prietor Feb 20 at 12 Off Rec, 4, Pavilion bldgs,
 Brighton
 DALY, WILLIAM JOHN, Eastbourne, Medical Practitioner
 Feb 26 at 2 County Court Office, Seaside rd, East-
 bourne
 EDWARDS, JAMES, Oswestry, Salop, Licensed Victualler
 Feb 20 at 12 Crypt chmbrs, Eastgate row, Chester
 EVANS, JOHN CARRIE, Bargoed, Glam, Tailor Feb 21 at 12
 Off Rec, County Court, Town Hall, Merthyr Tydfil
 GRIFITHS, LEWIS, Treaslaw, Glam Feb 21 at 3 Post Office
 chmbrs, Pontypridd
 HANCOCK, WILLIAM, King's Lynn, Norfolk, Labourer Feb
 21 at 10.15 Court house, King's Lynn
 HANSON, FRANCIS JOHN, Upper Stoke, Coventry, Cashier
 Feb 21 at 12 Off Rec, 8, High st, Coventry
 HARVEY, WILLIAM, Brighton, Lodging house Keeper Feb
 20 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
 HERSCHTEL, MARCUS, Hatton gdn, Diamond Merchant
 Feb 22 at 2.30 Bankruptcy bldgs, Carey st
 JONES, JAMES THOMAS, and GEORGE GAUNT, Sutton Cold-
 field, Warwick, Coal Merchants Feb 21 at 11.30 191,
 Corporation st, Birmingham
 KNIGHT, JOHN WILLIAM, Southsea, Hants, Drug Store
 Proprietor Feb 21 at 3 Off Rec, Cambridge junc,
 High st, Portsmouth
 LEE, WALTER WILLIAM, Dorchester, Hairdresser Feb 21
 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
 MILLS, P G, North End rd, Fulham, Draper Feb 22 at 11
 Bankruptcy bldgs, Carey st
 MOORE, ARTHUR JAMES PRASLAND, Worthing, Tailor Feb
 20 at 11 Off Rec, 4, Pavilion bldgs, Brighton
 MORRAN, JOHN, Gilfach Goch, Glam, Collier Feb 21 at 3.30
 Post Office chmbrs, Pontypridd
 NICHOLSON, FREDERICK BAUMGART, Victoria st Feb 22 at
 12 Bankruptcy bldgs, Carey st
 NORMAN, EDWARD BENJAMIN, Salford, Furniture Dealer
 Feb 20 at 2.30 Off Rec, Byrom st, Manchester
 PATTERSON, VERNON, Bolsover, Derby, Grocer Feb 21 at 12
 Off Rec, Figgree in, Sheffield
 PHILLIPS, JOSEPH, Leicester Feb 20 at 12 Off Rec, 1,
 Berridge st, Leicester
 PORTOUS, NEVILLE LIDDELL, Hexham, Northumberland,
 China Dealer Feb 20 at 11.30 Off Rec, 30, Mosley st,
 Newcastle on Tyne
 POWELL, THOMAS, Blaengwynf, Glam, Collier Feb 20 at
 2.45 Off Rec, 31, Alexandra rd, Swansea
 PRITCHARD, WILLIAM JOHN, Commercial rd, Limehouse,
 Camden Feb 21 at 11 Bankruptcy bldgs, Carey st
 READ, T. CURTIS, Brighton, Manufacturers' Agent Feb 20
 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
 ROBINSON, EDWARD ARTHUR, Epsom Feb 22 at 12 Bank-
 rupty bldgs, Carey st
 ROBINSON, MARY, Whitley Bay, Northumberland, Grocer
 Feb 20 at 11.45 Off Rec, 30, Mosley st, Newcastle on
 Tyne
 SCHWALBE, GEORGE, and HUGO MAIENTHAU, Regent st,
 Jewellers Feb 21 at 12 Bankruptcy bldgs, Carey st
 SMITH, GEORGE HENRY, Berrington, Salop, Haulier Feb 23
 at 11 Off Rec, 22, Swan hill, Shrewsbury
 STANLEY, WILLIAM HENRY, Longton, Staffs, Grocer Feb 21
 at 11.30 Off Rec, King st, Newcastle, Staffs
 TAYLOR, JOSEPH, Spenny Moor, Durham, Tailor Feb 20 at
 3 Off Rec, 3, Manor pl, Sunderland
 VAUGHAN, ALBERT EDWARD, Wem, Salop, Dairyman Feb
 22 at 12 Off Rec, 22, Swan hill, Shrewsbury
 WADDINGTON, ISAAC, Batley, Yorks, Pastry Cook Feb 20
 at 11 Off Rec, Bank chmbrs, Corporation st, Dewbury
 WELTON, ALAN AUBREON, Nottingham, Bookseller Feb 20
 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 WHITEHOUSE, THOMAS HASTLAND, West Bromwich, Staffs
 Feb 20 at 11.30 191, Corporation st, Birmingham
 WOOD, JOHN SAVILLE, Charlsworth, Derby, Accountant's
 Clerk Feb 23 at 3 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ALBROUGH, EDWARD MORGAN, Waltham St Lawrence, Teyford, Berks Windsor Pet Nov 30 Ord Feb 8
 ARMITAGE, NOAH, Wibsey, Bradford, Pork Butcher Bradford Pet Feb 9 Ord Feb 8
 BARNACLOUGH, EDGAR BARROAVE, Bradford, Wine Merchant Nottingham Pet Feb 6 Ord Feb 7
 BECK, JOSHUA, Whitcross st, St Luke's, Boot Dealer High Court Pet Feb 7 Ord Feb 7
 BENFIELD, ARTHUR ROBERT, Wilmington, nr Dartford, Nurseryman Rochester Pet Feb 7 Ord Feb 7
 COOK, WILLIAM, Chesnut st, Herts, Hay Dealer Edmonton Pet Feb 6 Ord Feb 6
 DALY, WILLIAM JOHN, Kestbourne, Medical Practitioner Eastbourne Pet Feb 6 Ord Feb 9
 DAVISON, THOMAS GEORGE, Kingston upon Hull, Boot Repairer Kingston upon Hull Pet Feb 9 Ord Feb 9
 EMMETT, JOHN WILLIAM, Gainsborough, Stationer Lincoln Pet Feb 7 Ord Feb 7
 FOX, TOM, Harpurhey, Manchester, Fish Salesman Manchester Pet Feb 7 Ord Feb 4
 GALLEWSKI, MARCUS NATHAN, Sunderland, Jeweller Sunderland Pet Jan 23 Ord Feb 12
 GLEN, JOSEPH, Leicester, Greengrocer Leicester Pet Feb 9 Ord Feb 9
 GRAY, DAVID, Goldhawk rd, Shepherd's Bush, Credit Draper High Court Pet Jan 11 Ord Feb 8
 GRIFITHS, LEWIS, Trearlaw, Glam Pontypridd Pet Feb 7 Ord Feb 7
 HALL, JOHN, Burrough, Lancs, Farmer Liverpool Pet Feb 9 Ord Feb 9
 HARVEY, WILLIAM, Brighton, Lodging house Keeper Brighton Pet Feb 7 Ord Feb 7
 HOTT, JOHN WILLIAM, Ower, Wotton, Oxford, Farmer Oxford Pet Jan 5 Ord Feb 8
 JAMESON, CHARLES EDWARD, Cavendish ct, Bishopsgate, Merchant High Court Pet Jan 25 Ord Apr 24
 JEFFREY, JOHN, Bhaugh, Devon, Farm Labourer Plymouth Pet Feb 9 Ord Feb 9
 LEE, PERCY FULKE, Rushmore, Manchester, Cloth Balser Manchester Pet Feb 8 Ord Feb 8
 LEVY, SAMUEL NATHAN, Commercial rd, Merchant High Court Pet Dec 7 Ord Feb 9
 MACENZIE, DONALD FORBES, Bramhill rd, Harlesden, Shipping Clerk High Court Pet Feb 9 Ord Feb 9
 MANLY, JOHN HENRY BIDDER, Birmingham, Gun Manufacturer Birmingham Pet Feb 5 Ord Feb 7
 MERCER, EDMUND, Chorlton on Medlock, Manchester, Managing Clerk to a Solicitor Manchester Pet Dec 4 Ord Feb 4
 MORGAN, JOHN, Giffach Goch, Glam, Collier Pontypridd Pet Feb 8 Ord Feb 8
 NEAT, JAMES FRANK, Bryndawr, Brecon, Outfitter Tredegar Pet Jan 17 Ord Feb 7
 PAGE, EDWARD ALBERT, Ironmonger's row, St Luke's, Builder High Court Pet Jan 31 Ord Feb 7
 PATTERSON, VERNON, Carr Vale, Bolsover, Derby, Grocer Sheffield Pet Jan 8 Ord Feb 9
 ROSS, WILLIAM FRANK, Hotell rd, Highbury, Financial Agent High Court Pet Dec 4 Ord Feb 6
 SKUTTHAM, HARRY, Eye, Suffolk, Builder Ipswich Pet Feb 8 Ord Feb 8
 SMITH, GEORGE HENRY, Berrington, Salop, Hauler Shrewsbury Pet Feb 9 Ord Feb 9
 SMITH, THOMAS, Great Titfield st, Milliner High Court Pet Dec 18 Ord Feb 8
 SHELLEY, BENJAMIN, New Catton, Norwich, Bricklayer Norwich Pet Feb 7 Ord Feb 7
 TAYLOR, ARTHUR HENRY, Wimborne, Dorset, Butcher Poole Pet Feb 7 Ord Feb 7
 THORNTON, JOHN, Trent Vale, Stoke upon Trent, Grocer Stoke upon Trent Pet Feb 7 Ord Feb 7
 VAUGHAN, ALBERT EDWARD, Wem, Salop, Dairyman Shrewsbury Pet Feb 9 Ord Feb 9
 VICK, HARRY WILLIAM, Uley, Glou, Wood Turner Gloucester Pet Feb 9 Ord Feb 9
 WADSWORTH, ISAAC, Bailey, Yorks, Pastry Cook Dewsbury Pet Feb 8 Ord Feb 8
 WEARING, ETHEL MARGARET, Wednesbury, Iron Merchant Walsall Pet Jan 2 Ord Feb 6
 WHITAKER, ROBERT EDWARD, Sheffield, Plumber Sheffield Pet Feb 9 Ord Feb 9
 WILLIAMS, HERBERT JAMES, Darlington, Staffs, Wheelwright Walsall Pet Feb 5 Ord Feb 5
 YOUNG, GEORGE WALTER, Stevenage, Herts, Builder Luton Pet Feb 1 Ord Feb 7
 YOXALL, SAMUEL, Congleton, Painter Macclesfield Pet Feb 7 Ord Feb 7

London Gazette.—Friday, Feb. 15.

RECEIVING ORDERS.

ALLEN, SAMUEL, Holly Bush Hill, Snaresbrook, Director of Public Company High Court Pet Jan 15 Ord Feb 12
 BAYHAM, THOMAS JOSEPH, Trearlaw, Glam, Collier Pontypridd Pet Feb 11 Ord Feb 11
 BEACHAM, FRANCIS RICHARD, Westbourne, Bournemouth, Refreshment house Keeper Poole Pet Feb 12 Ord Feb 12
 BERNACCHI, ANGELO GIULIO DIEGO, Crutched Friars, Company Promoter High Court Pet Jan 9 Ord Feb 11
 BIRCH, WILLIAM PAUL, Marcots rd, Tufnell Park, Tailor High Court Pet Feb 13 Ord Feb 13
 BLAKLEY, J. W. Queen Victoria st High Court Pet Dec 19 Ord Feb 12
 BROOKS, SAMUEL, Rochdale, Tailor Rochdale Pet Feb 11 Ord Feb 11
 CLARE-DEANE, C. A. Jernyn st High Court Pet Jan 2 Ord Feb 4
 COLLIER, GEORGE, Long Acre, Gas Engineer High Court Pet Feb 11 Ord Feb 11
 CROSBY, JAMES, Stockport, Builder Stockport Pet Feb 2 Ord Feb 18
 CROWE, HENRY DRYDEN, jun, Yarm on Tees, Yorks Newcastle on Tyne Pet Feb 9 Ord Feb 9
 DISTRICT, MARTIN, Croydon, Furniture Dealer Croydon Pet Jan 25 Ord Feb 12
 EVANS, RICHARD MORRIS, Pontypridd, Glam, Ironmonger Pontypridd Pet Feb 9 Ord Feb 11
 FARMER, JOHN, Chatham, Fancy Draper Rochester Pet Feb 12 Ord Feb 12

FLETCHER, ALFRED HENRY, Weston Farm, Weston, Somerset, Farmer Bath Pet Feb 13 Ord Feb 13
 GOLDBLUM & Co, A, Houndsditch, Merchants High Court Pet Feb 9 Ord Feb 12
 HASTINGS, RICHARD BENJAMIN, Great Yarmouth, Baker Great Yarmouth Pet Feb 13 Ord Feb 13
 HELLIWELL, HARRY, Friargate, Preston, Lancs, Publican Preston Ord Feb 13
 JACKSON, JAMES HERBERT, Epson, Civil Servant Croydon Pet Jan 23 Ord Feb 13
 JENNINGS, JAMES THOMAS, Scarborough, Potato Merchant Scarborough Pet Feb 13 Ord Feb 13
 LAMBE, FREDERICK WILLIAM, Coudon, Surrey Croydon Pet Jan 1 Ord Feb 12
 MAINTHAU, HUGO, Regent st, Jeweller High Court Pet Nov 8 Ord Feb 7
 MARCUS, BARNET, Conduit st, Ladies Tailor High Court Pet Dec 25 Ord Feb 13
 MATTHEWS, HEDLEY FRANKLIN, Marake by the Sea, Yorks, Chemist's Assistant Middlesbrough Pet Feb 11 Ord Feb 11
 MCINTOSH, HARRY, and CHARLES HAROLD WHEELER, Kennington Park rd, Surveyors High Court Pet Feb 12 Ord Feb 12
 MEALON, ALBERT, Tonge, Bolton, Laundry Proprietor Bolton Pet Feb 13 Ord Feb 13
 MORRIS, ALBERT, Portsmouth, Naval Outfitter Portsmouth Pet Feb 13 Ord Feb 13
 PADGETT, THOMAS WILLIAM, Kingston upon Hull, Corn Merchant Kingston upon Hull Pet Jan 24 Ord Feb 12
 PEARSON, WILLIAM, Ipswich, Tailor Ipswich Pet Feb 11 Ord Feb 11
 PLUMMER, GEORGE, Burton on Trent, Baker Burton on Trent Pet Feb 11 Ord Feb 11
 PHILLIPS, HARRY GEORGE JOHN, Pershore, Worcester, Grocer Worcester Pet Feb 13 Ord Feb 13
 PHILLIPS, THOMAS HERBERT RAYMOND, Liverpool, Electrical Engineer Liverpool Pet Jan 25 Ord Feb 13
 REES, JOHN THOMAS, Swansea, Cab Proprietor Swansea Pet Feb 13 Ord Feb 13
 RICHES, GLENFORD MITCHELL, Fleetwood, Lancs, Marine Engineer Preston Pet Feb 11 Ord Feb 11
 ROSS, JAMES EMMETT, Victoria st, Westminster, Solicitor High Court Pet Nov 30 Ord Feb 11
 RUTTER, FREDERICK, Woodseats, Sheffield, Carter Sheffield Pet Feb 13 Ord Feb 13
 SAGGERS, GEORGE, sen, Romford, Essex, Hay Dealer Chelmsford Pet Feb 12 Ord Feb 12
 SCHWALLES, HUGO, Regent st, Jeweller High Court Pet Nov 8 Ord Feb 7
 SHEPHERD, GEORGE, Manningsham, Bradford, Jeweller Bradford Pet Feb 13 Ord Feb 13
 SHOTTER, EDWARD GEORGE, Trowbridge, Photographer Bath Pet Feb 11 Ord Feb 11
 STROGO, ALFRED HERBERT, Langley Moor, Durham, Chemist Durham Pet Feb 13 Ord Feb 13
 THOMPSON, JOSEPH, Blackburn, Fruit Merchant Blackburn Pet Jan 23 Ord Feb 11
 WAT, NICHOLSON, Forest Hill, Kent, Builder Greenwich Pet Jan 1 Ord Feb 12
 WINDERSANK, W. Mandeville pl, Builder High Court Pet Dec 21 Ord Feb 11

FIRST MEETINGS.

ALLEN, SAMUEL, Holly Bush Hill, Snaresbrook March 4 at 12 Bankruptcy bldg, Carey st
 ARMITAGE, NOAH, Wibsey, Bradford, Pork Butcher Feb 26 at 3 Off Rec, 29, Manor row, Bradford
 BADLAND, WILLIAM, Walsall, Coal Dealer Feb 25 at 11 Off Rec, Wolvinstone, Wolverhampton
 BEACHAM, FRANCIS RICHARD, Westbourne, Bournemouth, Refreshment house Keeper Feb 25 at 4.30 Messrs Curtis & Son, 158, Old Christchurch rd, Bournemouth
 BERNACCHI, ANGELO GIULIO DIEGO, Crutched Friars, Company Promoter Feb 25 at 1 Bankruptcy bldg, Carey st
 BLAKLEY, J. W. Queen Victoria st Feb 28 at 1 Bankruptcy bldg, Carey st
 BLOOMFIELD, WILLIAM HENRY, Sproughton, nr Ipswich, Builder Feb 25 at 11 Off Rec, 36, Princess st, Ipswich
 BRUCE, CHARLES, Thame, Oxford, Boot Manufacturer Feb 23 at 12 1, St Aldate, Oxford
 BULLARD, CHARLES ROBERT, St Ives, Hunts, Oiler Grower Feb 23 at 11.30 The Golden Lion Hotel, St Ives, Hunts
 COLLIER, GEORGE, Long Acre, Gas Engineer Feb 28 at 11 Bankruptcy bldg, Carey st
 COOK, WILLIAM, Chesnut, Herts, Hay Dealer Feb 25 at 12 14, Bedford row
 COOPER, HENRY, Darwen, Lancs, Broker Feb 25 at 11 Off Rec, 14, Chapel st, Preston
 CROWE, HENRY DRYDEN, jun, Yarm on Tees, Yorks Feb 23 at 11 Off Rec, 30, Mosley st, N-wcastle on Tyne
 DAVISON, THOMAS GEORGE, Kingston upon Hull, Boot Repairer Feb 23 at 11 Off Rec, Trinity House in, Hull
 DICKIE, ROBERT FLEMING, Stratford, Credit Draper March 1 at 12 Bankruptcy bldg, Carey st
 FRYBURN, JOHANNES MARTIN, Mincing ln, Agent March 1 at 11 Bankruptcy bldg, Carey st
 GALLEWSKI, MARCUS NATHAN, Sunderland, Jeweller Feb 25 at 3 Off Rec, 3, Manor pl, Sunderland
 GLEN, JOSEPH, Leicester, Greengrocer Feb 23 at 12 Off Rec, 1, Berridge st, Leicester
 GOLDBLUM & Co, A, Houndsditch, Merchants Feb 27 at 2.30 Bankruptcy bldg, Carey st
 HOBBS, WILLIAM, Birchington on Sea, Kent, Licensed Victualler Feb 23 at 9.15 Off Rec, 62A, Castle st, Canterbury
 HUTCHINSON, JAMES JOHN, Basinghall st Feb 27 at 11 Bankruptcy bldg, Carey st
 ISAAC, DAVID, Ystalyfera, Glam, Colliery Labourer Feb 26 at 12 Off Rec, 31, Alexandra rd, Swansea
 MCINTOSH, HARRY, and CHARLES HAROLD WHEELER, Kennington Park rd, Surveyors Feb 28 at 11 Bankruptcy bldg, Carey st
 MACENZIE, DONALD FORBES, Bramhill rd, Harlesden, Shipping Clerk Feb 27 at 12 Bankruptcy bldg, Carey st
 MOONEY, FREDERICK GEORGE, Temby, Pembroke, Grocer Feb 23 at 12.30 Off Rec, 4, Queen st, Carmarthen

PEARSON, WILLIAM, Ipswich, Tailor Feb 25 at 2.30 Off Rec, 36, Princess st, Ipswich
 PHILLIPS, HARRY GEORGE JOHN, Pershore, Worcester, Grocer Feb 23 at 11.30 Off Rec, Copenhagen st, Worcester
 ROSS, JAMES EMMETT, Victoria st, Westminster, Solicitor Feb 25 at 11 Bankruptcy bldg, Carey st
 SHEPHERD, GEORGE, Manningsham, Bradford, Jeweller Feb 27 at 3 Off Rec, 29, Manor row, Bradford
 SKUTTHAM, HARRY, Eye, Suffolk, Builder Feb 25 at 12.15 Off Rec, 36, Princess st, Ipswich
 SHELLEY, BENJAMIN, New Catton, Norwich, Bricklayer Feb 23 at 12.30 Off Rec, 8, King st, Norwich
 SPOON, BENJAMIN, Jesmond, Newcastle on Tyne, Commission Agent Feb 23 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne
 TAYLOR, ARTHUR HENRY, Wimborne, Butcher Feb 25 at 2.30 Messrs Curtis & Son, Market pl, Poole
 WILLIAMS, HERBERT JAMES, Darlington, Staffs, Wheelwright Feb 25 at 11.30 Off Rec, Wolvinstone
 WINDERSANK, W. Mandeville pl, Builder Feb 25 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ASHBY, JOHN ROBERT, Wilton rd, Muswell Hill, Ironmonger's Assistant High Court Pet Jan 14 Ord Feb 12
 BAYLEY, JOSEPH, Newcastle upon Tyne, Staffs, Confectioner Hanley Pet Jan 25 Ord Feb 13
 BAYLIS, ALATHRA, Whitbourne, Hereford Worcester Ord Feb 9
 BAYHAM, THOMAS JOSEPH, Trearlaw, Glam, Collier Pontypridd Pet Feb 11 Ord Feb 11
 BEACHAM, FRANCIS RICHARD, Westbourne, Bournemouth, Refreshment house Keeper Poole Pet Feb 12 Ord Feb 12
 BIRCH, WILLIAM PAUL, Marcots rd, Tufnell park, Tailor High Court Pet Feb 13 Ord Feb 13
 BROOKS, SAMUEL, Rochdale, Tailor Rochdale Pet Feb 11 Ord Feb 11
 CLADWORTH, HARRIS, Leeds Leeds Pet Jan 19 Ord Feb 11
 COLLIER, GEORGE, Long Acre, Gas Engineer High Court Pet Feb 11 Ord Feb 11
 COOPER, HENRY, Darwen, Lancs, Broker Blackburn Pet Jan 23 Ord Feb 12
 CORNETH, JULES HIPPOLYTE, Cloudeley st, Cloudeley sq, Islington High Court Pet Sept 17 Ord Feb 13
 CATCHLOW, EDWARD, Bradnop, nr Leek, Farmer Macclesfield Pet Jan 26 Ord Feb 13
 CROWE, HENRY DRYDEN, jun, Yarm on Tees, Yorks Newcastle on Tyne Pet Feb 9 Ord Feb 9
 EVANS, RICHARD MORRIS, Pontypridd, Glam, Ironmonger Pontypridd Pet Feb 9 Ord Feb 13
 FARMER, JOHN, Chatham, Fancy Draper Rochester Pet Feb 12 Ord Feb 12
 FELL, JOHN, Ladbroke rd, Notting hill, Engineer High Court Pet June 8 Ord Feb 6
 FLETCHER, ALFRED HENRY, Weston Farm, Weston, Somerset, Farmer Bath Pet Feb 13 Ord Feb 13
 FOLLICK, JESSE, and MAURICE LEWIS FOLLICK, North End rd, Fulham Furniture Dealers High Court Pet Jan 26 Ord Feb 13
 HASTINGS, RICHARD BENJAMIN, Gt Yarmouth, Baker Gt Yarmouth Pet Feb 13 Ord Feb 13
 HELLIWELL, HARRY, Friargate, Preston, Lancs, Publican Preston Ord Feb 13
 JENNINGS, JAMES THOMAS, Scarborough, Potato Merchant Scarborough Pet Feb 13 Ord Feb 13
 KIRK, THOMAS COLVILLE, Nottingham, Baker Nottingham Pet Jan 25 Ord Feb 12
 MCINTOSH, HARRY, and CHARLES HAROLD WHEELER, Kennington park rd, Surveyors High Court Pet Feb 12 Ord Feb 12
 MATTHEWS, HEDLEY FRANKLIN, Marake by the Sea, Yorks, Chemist's Assistant Middlesbrough Pet Feb 11 Ord Feb 11
 MEALON, ALBERT, Tonge, Bolton, Laundry Proprietor Bolton Pet Feb 13 Ord Feb 13
 MORRIS, ALBERT, Portsmouth, Naval Outfitter Portsmouth Pet Feb 13 Ord Feb 13
 PEARSON, WILLIAM, Ipswich, Tailor Ipswich Pet Feb 11 Ord Feb 11
 PHILLIPS, HARRY GEORGE JOHN, Pershore, Worcester, Grocer Worcester Pet Feb 13 Ord Feb 13
 PLUMMER, GEORGE, Winhill, Burton on Trent, Baker Burton on Trent Pet Feb 11 Ord Feb 11
 REES, JOHN THOMAS, Swansea, Cab Proprietor Swansea Pet Feb 13 Ord Feb 13
 RICHES, GLENFORD MITCHELL, Fleetwood, Lancs, Marine Engineer Preston Pet Feb 11 Ord Feb 11
 ROBERTS, DAVID, Piam Power Bridge, nr Rulhin, Denbigh, Farmer Wrexham Pet Jan 3 Ord Feb 8
 RUTTER, FREDERICK, Woodseats, Sheffield, Carter Sheffield Pet Feb 13 Ord Feb 13
 SAGGERS, GEORGE, sen, Romford, Hay Dealer Chelmsford Pet Feb 12 Ord Feb 12
 SAYTHER, RICHARD, Southport, Lancs, Plasterer Liverpool Pet Jan 16 Ord Feb 12
 SHEPHERD, GEORGE, Manningsham, Bradford, Jeweller Bradford Pet Feb 13 Ord Feb 13
 SHOTTER, EDWARD GEORGE, Trowbridge, Wills, Photographer Bath Pet Feb 11 Ord Feb 11
 STROGO, ALFRED HERBERT, Langley Moor, Durham, Chemist Durham Pet Feb 13 Ord Feb 13
 WESTFIELD, H. Wainey st, Commercial rd, Confectioner High Court Pet Dec 5 Ord Feb 7
 YATES, RALPH, Furler, Corn Merchant Croydon Pet Dec 7 Ord Feb 13

Amended notice substituted for that published in the London Gazette of Jan 11:

ISAAC, LIONEL SIMA, Hoxton, Hosiery High Court Pet Dec 19 Ord Jan 9

ADJUDICATION ANNULLLED, RECEIVING ORDER RESCINDED, AND PETITION DISMISSED.

DOYLE, WILLIAM EDWARD, jun, Jesmond, nr, Regent st High Court Pet July 14, 1906 Rec Ord Sept 11, 1906 Adjud Nov 6, 1906 Rec, Annual, and Dis Pet, Feb 6, 1907

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